Lawton Public Schools Board of Education
Regular Meeting
June 25, 2020 5:00 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd

Lawton, Oklahoma 73507

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-4. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognition - Kevin Hime and Carla Clodfelter
5. Architect and Construction Manager at Risk Update
6. Departmental Reports
   a. Action Item: Open Transfer Applications for 2020-2021 - Mark Mattingly, Executive Director of Student Services (Under Separate Cover)
7. Report of the Superintendent
   a. Consideration and possible action regarding the Impact Community Center's Letter of Proposal for the lease and future purchase of Andrew Jackson Elementary School.
   b. Superintendent's Announcement(s)
8. Consent Agenda
   (The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

a. Item(s) Removed from the Consent Agenda for Separate Action
b. Approval of the Balance of the Consent Agenda
c. Approval of the Minutes of the June 1, 2020 Special Board Meeting.
d. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
    1. Increase, Decrease and Issue Purchase Orders
    2. Emergency Approvals
    3. Permission Requested of the Board.
    4. Bids/Quotes
    5. Encumbrances/Partial Payments
e. Report of the Comptroller - Lance Gibbs
    1. Treasurer's Report for the Month of May 2020.
    2. Monthly Authorization to Invest
f. Report of the Activity Fund Custodian - Nancy McQuaide
    1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
    2. Approval of Administrative Procedures for School Activity Fund 2020-2021
g. Report of the Clerk - Kathy Bentley
    1. Construction Related Contracts/Agreements
        A. Cavins Construction Group, Inc., LHS Gymnasium and Auditorium HVAC Renovation
        B. Crossland Construction Company, Change Order #12, New EMS Construction
    2. NEW Contracts/Agreements
        A. Altus Public Schools, Altus Bulldog Shortgrass Classic Tournament, LHS Girls Basketball, January 21-23, 2021
        B. American Fidelity Assurance Company, Subscription Agreement
        C. Arrow Sign Company, Artwork on Storage Building, LHS Athletics
        D. CE Wade, Jr., School Attorney, Handling of all Unemployment Claims for the District
        E. City of Lawton, Facilities Use Agreement, LPS and City of Lawton Properties, July 1, 2020 through June 30, 2025
        F. Coca-Cola Southwest Beverages LLC, Sponsorshipo for Athletic Programs & Concession Sales
        G. Digi Security Systems Security Access Control and Video Security, Servers for Security Video Storage (new EMS)
        H. DocuSign, Inc, eSignature License for Federal Programs Documentation
        I. Duncan Public Schools, Duncan Southern Oklahoma Invitational, LHS Girls Basketball, December 10-12, 2020
        J. Edmentum, Study Island Licenses for Elementary and Secondary Schools; Reading Eggs Licenses for Elementary Schools & Professional Development
        K. Fulcrum Biometrics, LLC, Fingerprint System
        L. Gabbart Communications, District-Wide Notification System
        M. Nearpod, Inc., Software Licenses, Flocabulary for Elementary and Secondary Schools
        N. Oklahoma Sports Network (OSN), Broadcast Agreements for High Schools
        O. Renaissance, Star 360 for Elementary and Secondary Schools

P. School Safe ID, LLC, Site Licenses/Software and Scanners, Districtwide Security
Q. The K20 Center for Educational and Community Renewal, Grant Evaluator
R. Verizon Wireless, Mobile Broadband/Hotspots & Equipment, Hotspots for Distance Learning Throughout Lawton
S. W&B Service Company LP, Equipment Rental Agreements for Child Nutrition Department, Two Refrigerated Trailers

3. RECURRING ANNUAL Contracts / Agreements for FY 2020-2021
4. ONGOING Contracts/Agreements for FY 2020-2021
5. Approval to Dispose of Surplus Property (Portables, Classroom Furniture, and Data Card ID Printers)

9. Proposed Executive Session to Discuss [Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]:
   a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports.
   b. Middle School Assistant Principal - 10 Month
   c. The Selection of Individuals to Serve in Board-Appointed Positions for the 2020-2021 School Year
10. Vote to Convene in Executive Session
11. Vote to Acknowledge Return to Open Session
12. Statement of Executive Session Minutes
13. Superintendent's Personnel Report / Items Discussed in Executive Session
    a. Approval of Certified and Support Personnel Reports
    b. Approval of Employment of Middle School Assistant Principal - 10 Month
    c. Approval of Board-Appointed Positions for the 2020-2021 School Year
14. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
15. The next regular board meeting date is Thursday, July 16, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium.
16. Setting New Board Meeting Dates
17. Board Announcements
18. RECESS - reconvene at the Eisenhower Middle School construction site to tour with Architect and Construction Manager at Risk.
19. Adjournment

Time of Posting: 3:30 p.m.
Date of Posting: May 14, 2021
Place of Posting: Foyer of Shoemaker Center, 753 NW Fort Sill Blvd.

Posted by: _____

Kevin Hime, Superintendent

Letter of Proposal

RE: 2102 NW Lindy Avenue, Lawton, Oklahoma 73505

16 June 2020

Impact Community Center, Inc. (ICC) is a 501c3 Non-Profit Organization on a mission to impact the community of Lawton/Ft. Sill one life at a time by offering a hand up, not just a handout. To more effectively fulfill this mission, the acquirement of a facility will support the function of the programs that will outreach to the community.

The property located at 2102 NW Lindy Avenue, formerly known as Andrew Jackson Elementary School, has the potential to serve as the facility that will be a hub to Zone Two and the Lawton/Ft. Sill Community. With classroom space, a kitchen facility, a large auditorium, storage space, offices, and more: it's not hard for us to envision ICC operating there.

Considering the age and state of the building and the time that has passed since it was operational as a school facility, many changes, construction projects and updates need to be invested into the property. After acquiring quotes from several different companies for the purchase of air conditioning units, roof repair, interior and exterior painting, window repair, and professional cleaning services, we estimate that the property will need upward of $194,000 of investment.

With these financial figures in mind, we would like to propose that ICC lease the property located at 2102 NW Lindy Avenue for $1.00 per year for five (5) years. On the sixth year, ICC will purchase this property for the amount of $10,000. This would include the purchase of the outside storage areas and the acquirement of the items remaining within the building.

Should you have any questions or need to contact us, please don't hesitate to reach us at icclawton.info@gmail.com or you can contact me at 580-458-1536.

Sincerely,

Ray Garcia, Director

Minutes of the Lawton Public Schools Board of Education Special Meeting Held on Monday, June 1, 2020

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, June 1, 2020 at 5:00 PM in Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Superintendent Kevin Hime led the flag salute at his first LPS board meeting. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Zeldon Rice

*Col. Don King, Ex-Officio, was absent

SPECIAL GUESTS/SPECIAL RECOGNITION

Superintendent Hime introduced Dr. Jason James, the district's new Chief Operating Officer, who was attending his first LPS board meeting as well. There were no other special guests or special recognitions.

ARCHITECT AND CONSTRUCTION MANAGER AT RISK UPDATE

Architect Cory Miller of Architects in Partnership and Josh Jacox of Crossland Construction both provided an overview of the written updates they provided the board on the status of the Eisenhower Middle School construction project as well as other various projects around the district. Some of the additional information shared by Mr. Miller was:

- Detailed schedule will be presented to LPS for review on how Crossland plans to complete the project in time for teacher occupancy the week of August 10, 2020.
- Interlocking walls concern – according to his written explanation, "specifications required interlocked corners where CMU walls intersected, however when construction began, the subcontractor did not interlock the first walls that were erected at the gyms. The subcontractor was given notice of the requirement and told to interlock the CMU moving forward, but neglected to do so which led to quality control problems in some areas. The architect requested that the subcontractor return the cost savings to LPS for the method of installation that was used". Concerns were voiced by Superintendent Hime and Ms. Clodfelter regarding the amount being return to the district, as Mr. Miller stated the amount being presented ($22,640.00) is the value the contractor felt was fair and equitable because it took less time to do it another way. Mr. Hime questioned Mr. Miller over the amount being put back into the contingency fund, instead of lowering the GMP. Mr. Miller stated that at the end of the project all the contingency funds will go back to the district, then on the final Change Order, the GMP will be lowered. Superintendent Hime asked what would happen if at the end of the project there was no contingency left, would the district just lose the money? Mr. Miller stated he could do it a different way and do the change order now, and lower the GMP, instead of the original plan at the end of the project.

Ms. Clodfelter stated she wants the project as they approved, with interlocking walls.

Ms. Edwards voiced concerns with transparency and trust with the community, noting past experiences with projects that did not go as planned (Freedom Elementary), adding the community chose to invest and tust the district on this project that the board must deliver all that they have promised, working hard to rebuild trust. She requested confirmation that there will be oversight daily on the project going forward to ensure no other issues arise and to pass along how disappointed the board is to not have the plans followed.

School Attorney, Chuck Wade, stated there is a breach of contract with multiple parties, and that he recommends that the district go no further on the matter until an investigation takes place, noting specifically the sub-contractor is culpable, and potentially the architect and Crossland Construction as well.

Mr. Miller reassured the board that the building is sound, explaining that bricklayers do this method more often as it takes less time than interlocking the corners. Ms. Neuwirth voiced concerns that a sub-contractor would do what he chose to do instead of what bid specifications and the owner requested.

There were questions by Superintendent Hime and board members on Crossland's notation that the project was "89% complete" as Superintendent Hime told him that he had just visited the site and it appeared to him to be more like 70% complete. Mr. Miller responded that the project is 89% complete "per billing" and that the completion calculations are based more on billing payouts, adding that the costs of the remaining 10% are approximately $4 million.

- Whittier – issues with runoff, meeting this week with civil engineers to address concerns. Final plans to be presented when complete.
- Food Service Warehouse Freeze and Refrigerator Replacement - substantial completion projected mid-July, there will be a 40-day acclimation period, plans for temporary units if not ready for start of school year.
- MHS auditorium, gym, admin HVAC – to be completed before school starts.
- CMS HVAC repair – new unit will not be working until new equipment arrives, projected date mid-September. Staff will start the school year with same level of a/c they have had.
  Ron Stephens Stadium Wall repair – to be placed out to bid soon.

Superintendent Hime informed the board that he has postponed the design of any new projects until the concerns associated with the Whittier Safe Room, Food Service Freezer/Refrigerator Replacement and EMS construction projects have all been settled.

Josh Jacox shared the following additional information regarding the EMS project:

- Confirmed that the building is 89% complete, projected completion date August 3, 2020, however due to delay in auditorium seating, the auditorium will not be completed at that time.
- Meeting with AIP June 16 to review punch list items.
- Classroom furniture to be shipped July 13, remaining furniture July 20.
- Sheetrock wall/tape-texture pain in Admin offices and auditorium to begin June 8
- Interlocking walls - he stated that the AIP Architect approved the aesthetic (not structural) design change from interlocking walls on the gymnasium walls after it was discovered that the masons had already completed the corners of the east and west gymnasium walls with the industry standard instead of the interlocking style, but had not yet completed the north walls. He noted that the subcontractors were told that all remaining walls going forward were to be interlocking. He stated the only areas not interlocked are the gym, music/band, weight/wrestling rooms, adding that the kitchen, auditorium, and restrooms in classrooms are all interlocking.

Ms. Clodfelter requested documentation showing the approval of this design change. Mr. Miller also stated that he would also look for the documentation adding that the matter was discussed with the Superintendent and Sodexo

representatives at that time, although not with the board. Regarding Ms. Clotfelter's statement of feeling blind sighted by this matter, Mr. Jacox stated that although it was just an aesthetic change and not a structural issue, it probably should have gone to the board, and that they are attempting to rectify the issue by returning what they feel is a fair amount to the district, and Superintendent questioned whether he thought $22,000 on a $4 million project was rectifying it. Mr. Jacox reminded him that it is just the corners, not entire walls.

Superintendent Hime discussed with Mr. Jacox the issue he has with the credit of $22,640.00 for the "cost savings" to the district on the aforementioned design change, specifically how it was returned to the contingency fund instead of lowering the GMP on the project.

Ms. Edwards asked Mr. Jacox if there were any other issues not known to the board besides the interlocked masonry issue at EMS, and he made shared that at the beginning of the EMS project, there was an issue with the surveyor's work, as he pulled from the wrong benchmark, causing the site to be 5" too tall. He stated that they were able to adjust the grade and slope on some of the concrete and tie-ins for the utilities, but not changing anything with the building or parking lot which has a little bit more slope to it in certain areas. Mr. Miller added that the civil engineer did review that situation and felt like the grading would be fine, and that they could massage the grades around the perimeter of the site. He stated there was no cost change to the district in that situation and that when it was disclosed that the site was 5" too tall, the foundations were already in place.

Ms. Clodfelter voiced how frustrating it is finding out now of all these issues after being updated at every board meeting by the Architect and Construction Manager at Risk with no mention of these issues, making the board think all was going well with the projects. Mr. Miller stated again that the changes were discussed with the project team for the district and that they were not asked to share the information with the board. When asked if he was referring to Sodexo as part of the team, he said he would have to review minutes of the meetings to see who was present, but that district employees were present as well. Superintendent Hime requested that he share with him those meeting notes to see who from the district was present when the Whittier and EMS issues were being discussed.

In regards to Whittier, Mr. Jacox noted that the new safe room sits in the correct spot, but the contractor doing the dirt work made the detention pond sit 14" too low. He shared that they are working currently to fix erosion control issues there, running pipes underground over to the detention pond, and then off the site out to the city's sewer system, as they did at another one of the new saferoom projects. He reassured the board that it will get fixed and they will make it right for the school.

When asked if the issue with EMS sitting 5" too high would pose concerns for EHS, Mr. Miller stated that they have underground drainage all being piped to the south that will pour into the city's storm sewer system.

Mr. Jacox apologized to the board for not bringing the issues to them as they occurred, stating they were brought up and discussed at the owner's meetings. He assured them that going forward he be ensure that all issues and concerns are brought to them.

DEPARTMENTAL REPORTS

As an information item, updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments, ensuring the board members stay informed about the district functions and initiatives. There were no questions or comments from the board on the reports.

REPORT OF THE SUPERINTENDENT

Superintendent Hime gave an update on the COVID-19 situation, sharing that he hopes the district will be able to return to the 2020-2021 school year in normal fashion, stating the situation continues to improve over time, but that he and district leaders will have a flexible plan in place, if necessary. He made note that he does not plan to make any changes to the current LPS school calendar. He stated that he and district leadership are reviewing existing policy and procedures, like the district's current transfer policy, stating he has no plans to make changes during his first year unless of course it impacts students in a positive way. He also shared with the board his desire to increase the

marketing of Lawton Public Schools, sharing the successes of students and staff, which will help impact the district's image and hopefully become the district of choice for people in this area. He informed the board that 12-month and Shoemaker/Media employees will be working 4-day workweeks with Fridays off throughout the summer, which will help the summer mowing staff and allow the Shoemaker and Media Center buildings to be disinfected on Thursday evenings.

SUPERINTENDENT'S ANNOUNCEMENT(S)

- Two LPS graduates received and accepted congressional nominations to the United States military academies from Congressman Tom Cole. Congratulations to EHS graduate Joseph Kelly who will be attending the U.S. Military Academy at West Point, New York and to MHS graduate Sydney Gunter who will be attending the U.S. Air Force Academy at Colorado Springs, Colorado.

CONSENT AGENDA

Motion Passed: Motion to remove Item 8.G.1.A., EMS Change Order #12 from Crossland Construction Company, for separate consideration and to approve the balance of the consent agenda passed with a motion by Kelly Edwards and a second by Patty Neuwirth. Roll call was:

Mary Bradley:	Yes
Carla Clodfelter:	Yes
Kelly Edwards:	Yes
Patty Neuwirth:	Yes
Zeldon Rice:	Yes

Motion Passed: Motion to **table** Item 8.G.1.A., Change Order #12 from Crossland Construction Company, passed with a motion by Patty Neuwirth and a second by Kelly Edwards. Roll call was:

Mary Bradley:	Yes
Carla Clodfelter:	Yes
Kelly Edwards:	Yes
Patty Neuwirth:	Yes
Zeldon Rice:	Yes

EXECUTIVE SESSION

There was no executive session.

SUPERINTENDENT'S PERSONNEL REPORT

Motion Passed: Motion to approve the Certified and Support Personnel Reports as presented passed with a motion by Kelly Edwards and a second by Mary Bradley. Roll call was:

Mary Bradley:	Yes
Carla Clodfelter:	Yes
Kelly Edwards:	Yes
Patty Neuwirth:	Yes
Zeldon Rice:	Yes

NEW BUSINESS

There was no new business.

FUTURE BOARD MEETING DATES

The next regular board meeting date is Thursday, June 25, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium. There were no new board meeting dates set.

BOARD ANNOUNCEMENTS

There were no board announcements.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kelly Edwards and a second by Mary Bradley. The time was 6:10 p.m. Roll call was:

Mary Bradley:	Yes
Carla Clodfelter:	Yes
Kelly Edwards:	Yes
Patty Neuwirth:	Yes
Zeldon Rice:	Yes

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this_____day of_____, 2020.

School Seal:

_____
Kathy Bentley, Clerk of the Board

_____
Denise Duffy, Minutes Clerk

_____
Carla Clodfelter, President

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

PURCHASING SECTION

June 25, 2020

I. Request permission to increase, issue purchase orders, and to make related encumbrances.

II. Emergency Approvals.

III. Permission Requested of Board.

IV. Bids/Quotes. Recommend awarding bids as marked. If deviation is made from awarding to low qualified bidder, a notation is either made below or shown on the bid tabulation.

A. Business Paper. Dave McDermott
B. Computer/AV/Laminating Supplies. Dave McDermott
C. Instructional Supplies. Dave McDermott
D. Medical Basement Supplies. Dave McDermott
E. Paper and Paper Products. Dave McDermott
F. Batteries-Transportation. Jay Hunt
G. Lubricants. Jay Hunt
H. Oil Filters. Jay Hunt
I. Cleaning Supplies. Jack Hanna
J. Parking Lot-Transportation. Jay Hunt
K. Waste Disposal. Sheila Relf

VI. Encumbrance Approval/Partial Payment.

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Increase Purchase Orders

June 25, 2020

Request permission to increase the following purchase orders:

Carmon Lynn $100.00 to $708.30	Shoemaker - **Hornbeck** Acct. #0-11-114	#20002885

An increase on standing purchase order of $608.30 is due to more local travel needed than originally estimated.

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Issue Purchase Orders and Make Related Encumbrances

June 25, 2020

Shoemaker - Cordes (General Fund) 1-11-101	Badgepass
Hardware and software renewal.	$13,780.00
Shoemaker - Donahue (General Fund) 1-11-511	School Outfitters
780 sets of headphones for Title I sites.	$28,859.22
Shoemaker - Donahue (General Fund) 1-11-511	Happy Numbers
Happy Numbers software licenses for Title I sites.	$28,275.00
Shoemaker - Donahue (General Fund) 1-11-511	Nearpod
Flocabulary software licenses for Title I sites.	$20,499.71
Shoemaker - Donahue (General Fund) 1-11-511	Gabbart Communications
Notification system.	$33,738.43
Shoemaker - Donahue (General Fund) 1-11-511	Imagine Learning
Imagine Learning software licenses for Title I sites.	$41,130.00

Shoemaker - Donahue (General Fund) 1-11-511	Edmentum
Study Island software licenses for Title I sites.	$15,249.90
Shoemaker - Donahue (General Fund) 1-11-511	Edmentum
Study Island software licenses for Title I sites.	$70,561.27
Shoemaker - Donahue (General Fund) 1-11-511	Renaissance Learning
STAR 360 software licenses for Title I sites.	$21,178.33
Shoemaker - Donahue (General Fund) 1-11-563	Educational Products Inc
Instructional supplies for JOM program.	$15,640.20
Shoemaker - Donahue (General Fund) 1-11-572	Eduskills
Set-up fee for technical support.	$23,100.00
Shoemaker - Gibbs (Worker's Comp Fund) 1-83-191	LPS-CRS Trust Acct
FY21 Workers Comp Claims.	$50,000.00
Shoemaker - Gibbs (Building Fund) 1-21-108	Schneider Electric Bldgs
Pass fee for TAC energy services.	$60,000.00
Shoemaker - Gibbs (General Fund) 1-11-100	Comanche County Excise Board
20/21 Revaluation for Lawton I-008.	$260,000.00

Shoemaker - Gibbs (General Fund) 1-11-100	Playcare Foundation
Continuation of contracted services for 2 all day classes/22 students per class/ $300.00 per child as per contract.	$13,200.00
Shoemaker - Gibbs (Bond Fund) 1-32-170	BOK Financial Securities
Professional Services/2021 Bond.	$21,875.00
Shoemaker - Gibbs (Bond Fund) 1-33-170	BOK Financial Securities
Professional Services/2021 Bond.	$78,500.00
Shoemaker - Gibbs (Bond Fund) 1-32-170	The Public Finance Law Group
Professional Services/2021 Bond.	$21,875.00
Shoemaker - Gibbs (Bond Fund) 1-33-170	The Public Finance Law Group
Professional Services/2021 Bond.	$78,500.00
Shoemaker - Gibbs (Bond Fund) 1-33-170	Bank of Oklahoma (BOKF)
2021 Bond Debt Payment.	$9,479,644.00
Shoemaker - Gibbs (Bond Fund) 1-33-170	S & P Global Ratings
Analytical Services/2020A Bond.	$20,000.00
Shoemaker - Gibbs (General Fund) 1-11-100	Insurica
Insurance renewals for FY21.	$1,222,616.00
Shoemaker - Gibbs (General Fund) 1-11-367	Renaissance Learning
STAR 360 software licenses for Title I sites.	$93,721.67

Shoemaker - Gibbs (General Fund) 1-11-367	Nearpod
Flocabulary software licenses for Title I sites.	$21,755.29
Shoemaker - Gibbs (General Fund) 1-11-367	Edmentum
Reading Eggs software licenses for Title I sites.	$22,301.91
Shoemaker - Gibbs (General Fund) 1-11-100	OSIG
FY21 insurance renewals.	$340,358.00
Shoemaker - James (General Fund) 0-11-103	Employee Evaluation System
900 teacher evaluation and 60 leader evaluation licenses.	$34,350.00
Shoemaker - James (General Fund) 1-11-109	Lawton Area Transit
Unlimited bus access for secondary students and LPS staff for FY21.	$63,000.00
Shoemaker - Gabelmann (General Fund) 1-11-105	The College Board
AP test for EHS/LHS/MHS.	$57,000.00
Shoemaker - Hornbeck (Sales Tax) 1-26-189	School Safe ID LLC
Visitor Management System for FY21.	$18,846.00
Shoemaker - Landoll (General Fund) 1-11-775	American Book Company
ELA Test Prep books.	$10,456.99
Shoemaker - Landoll (General Fund) 1-11-775	Follett School Solutions
Instructional books.	$8,423.40

Shoemaker - Landoll (General Fund) 1-11-775	Don Johnston Human Lrng Tools	
Snap and Read Software licenses.	$33,378.48	
Shoemaker - Landoll (General Fund) 1-11-775	Achieve Education Solutions	
Reading Plus Software licenses.	$51,850.00	
Shoemaker - Landoll (General Fund) 1-11-779	MAX Teaching	
Consultant fee for staff development for Aug 19-20, 2020.	$7,600.00	
Shoemaker - Landoll (General Fund) 0-11-779	OATECA	
Instructional kits.	$21,600.00	
Shoemaker - McDermott (General Fund) 1-11-100	Various E-Rate Vendors	
Telecommunication Services E-Rate Year 23.	OneNet - $40,800.00 Unite - $626,774.40 CDW-G - $476,400.44	
Shoemaker - Watson (General Fund) 1-11-100	Vic's Telecommunications	
Standard Assurance Support Service.	$30,960.00	
Shoemaker - Watson (General Fund) 1-11-107	Dell Marketing	
1,479 Microsoft licenses and 14,412 office 365 Pro Plus licenses.	$92,117.25	
Shoemaker - Watson (General Fund) 1-11-107	Advanced Cabling Systems	
Genetec SMA camera license.	$19,062.00	

Shoemaker - Watson (General Fund) 1-11-107	Trinity3 Technology
GoGuardian Licenses.	$112,950.00
Shoemaker - Watson (General Fund) 1-11-107	OneNet
Firewall license.	$24,742.00
Shoemaker - Watson (General Fund) 1-11-107	CDW-G
NextGen Antivirus Solution.	$80,383.85
Shoemaker - Watson (General Fund) 1-11-107	Dell Marketing
Barracuda Email Filter.	$36,600.00
Shoemaker - Watson (General Fund) 1-11-788	CDW-G
Network setup for Brockland.	$24,469.54
Shoemaker - Watson (General Fund) 1-11-788	Trinity3 Technology
3,588 student chromebooks with google chrome licenses.	$1,079,988.00
Shoemaker - Watson (General Fund) 1-11-103	Follett School Solutions
Destiny Library System software license.	$31,543.50
Shoemaker - Watson (General Fund) 1-11-103	Gale Cengage Learning
Student Resources in Context renewal.	$12,183.35
Shoemaker - Watson (General Fund) 1-11-103	Weidenhammer Systems Corp
ALIO Software Maintenance renewal for 2020-2021.	$65,211.09

Shoemaker - Watson (General Fund) 1-11-103	Frontline Technologies
Aesop Absence & Subfinder System Software Maintenance for 2020-2021.	$45,073.57
Shoemaker - Watson (General Fund) 1-11-103	Infinite Campus Inc
Student Information System Maintenance for 2020-2021.	$209,045.44
Eisenhower Middle - B Mattingly (Bond Fund) 1-33-161	Digi
Avigilon ACC Servers. State contract pricing.	$50,570.00
Eisenhower Middle - B Mattingly (Bond Fund) 1-33-161	Lowe's Home Improvement
Appliances for Home Ec classroom. Quotes taken.	$9,349.82
Gateway Success Center - Lehr (General Fund) 1-11-361	Edgenuity
Courseware licenses for 2020-2021.	$51,495.00
Gateway Success Center - Lehr (General Fund) 1-11-127	Edmentum
Courseware licenses for 2020-2021.	$15,040.00
Gateway Success Center - Lehr (General Fund) 1-11-127	Accelerate Education
Personalized Learning Seat licenses.	$23,850.00
Child Nutrition - James (General Fund) 1-11-138	Dept of Human Services
Assessment fee for commodities.	$25,000.00
Transportation - Hunt (General Fund) 1-11-109	Tyler Technology
Versatrans software and maint for bus routing. Sole source.	$10,523.81

Transportation - Hunt (General Fund) 1-11-109	Zonar Systems
GPS and student tracking system renewal.	$44,280.00
Warehouse - Hanna (Building Fund) 1-21-108	Schindler Elevator Service
Elevator Service maintenance.	$8,100.00
Warehouse - Hanna (Sales Tax) 1-26-181	Comanche Lumber
Labor & materials to install carpet at Brockland. Quotes taken.	$15,379.69
Special Services - Sharkey (General Fund) 1-11-621	Pearson Clinical Assessment
Testing materials.	$17,804.74
Special Services - Sharkey (General Fund) 1-11-621	Western Psychological Services
Testing materials.	$14,018.25
Special Services - Sharkey (General Fund) 1-11-621	Super Duper School Inc
Testing materials.	$10,337.00

Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Superintendent's Emergency Approvals

June 25, 2020

Warehouse - Hanna — Southwest Chemical
(General Fund) 0-11-112

An emergency purchase order
was needed to order hand sanitizer ASAP
due to COVID 19.

PO #20005050 — $9,000.00

Shoemaker - Landoll — Follett School Solutions
(General Fund) 0-11-777

Emergency purchase orders were needed
per attached memo.

PO #2005113-20005118 — $61,028.76

Shoemaker - Watson — Digi Security Systems
(Bond Fund) 0-33-161

An emergency purchase order was needed
per attached memo.

PO #20005134 — $190,417.71

Ms. Relf,

The emergency purchase orders were necessary due to vendors canceling shipments because of COVID, Grand spending deadlines, and Grant Budget closure.

Respectfully,

Reagan Hall-Ousley

Lance Gibbs

6/18/2021

Ms. Relf,

The DIGI requisition is an emergency due to the error/miscommunication between Tech and AIP. The installation of security systems was approved at the new Eisenhower Middle School. No purchase order was put on. It was misunderstood that AIP would be responsible for the installation, but Lawton Public Schools is responsible. Therefore, the Purchase Order is required. To pay the Purchase Order, in needs to be put on in this fiscal year.

This issue was brought to my attention today 6/18/2020

Respectfully,

AJ Watson

Lance Gibbs

6/18/2020

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Permission Requested of Board

June 25, 2020

Request permission to award item #15 and 30 of the Cleaning/Janitorial bid to the second lowest bidders. (see attached letter from the Maintenance Department).

(Sheila Relf)

Request permission to accept the extension of the following contracts for the 2020-2021 school year per the attached letters

Allied Lab Inc
Drug & Alcohol Testing

Fire Extinguisher Sales & Service
Automatic Fire Suppression Systems
Fire Extinguisher Services
Hood Vent Cleaning

Fire Pros Fire LLC
Fire Sprinkler Systems Inspections

Ken Wallis Office Systems
Typewriter/Calculator Maintenance

Lawton Termite & Pest Control
Pest Control Services

Precision Testing Laboratories
Asbestos Operations

Sooner Security
Fire Alarm Tests and Inspections

(Sheila Relf)

Request permission to issue standings to the following vendors for the 2020-2021 school year per the attached sheets:

(Sheila Relf)

ALLIED LAB, INC.
5243 NW CACHE ROAD
LAWTON, OKLAHOMA 73505
PH: 580-248-9679 FAX: 580-591-0911
Email: lawtonlab@att.net
Website: www.alliedlaboratory.com

May 5, 2020

Lawton Public Schools System
P.O. Box 1009
Lawton, OK 73502-1009
Attn: Sheila Relf, PM/Superinendent of Schools

RE: Renewal Letter/Transportation Drug Testing 2020-2021 Fiscal Year

Dear Superintendent;

Your request to extend the current Contract for Drug and Alcohol Testing for the upcoming school year of July 1, 2020 through June 30, 2021 has been accepted. This renewal extends all terms of the present agreement including prices and collection event procedures for Federal and State mandated employees.

Enclosed are two copies of the contract renewal signed by the Direct Of Business Operations at Allied Lab, inc. Please have the copies signed by the authorized personnel, and return one copy to Allied, and retain one copy for your files.

If you have questions or concerns, please call me directly at 580.248.9679. Thank you for the opportunity to provide these services to Lawton Public Schools to maintain safe and substance free campuses.

ALLIED LAB, INC

DeAna Walters

Date: 5/5/2020

DeAna Gutierrez Walters, DBO, President

X

Date:

Signature of Authorized Representative

Printed Name: Title:

ALLIED LAB AUTHORITY

FIRE EXTINGUISHER
SALES AND SERVICE CO.
P.O. BOX 504 CORDELL, OK 73632
(580) 660-0897 (FAX 580) 832-2165
OKLAHOMA LIC. #225

LAWTON PUBLIC SCHOOLS
PURCHASING DEPT.
753 FORT SILL BLVD
LAWTON, OK

RE: CONTRACT EXTENSION

Dear Sheila Relf:

I have received your request to extend pricing for the following services for the period of July 1, 2020 through June 30, 2021

- Automatic fire suppression system
- Hood vent cleaning
- Fire extinguisher service

We accept all terms and conditions as previously approved.

We look forward to continue working with you.

Sincerely,

Jay Todd
Fire Extinguisher
Sales & Service CO., INC.
(580)660-0897
OK LIC# 225

Sheila Relf

From: Ed Hewett <ed@firepros.biz>
Sent: Friday, May 15, 2020 6:48 AM
To: Sheila Relf
Subject: Fire Sprinkler System Inspections

***CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! ***

Sheila,

Fire Pros will extend our pricing per contract through June 30th, 2021.

Thanks ,

Ed Hewett, Mgr

Fire Pros LLC

Ken Wallis Office Systems
1316 NW Sheridan Road
Lawton, OK 73505

I have agreed to continue same pricing from the 2019-2020 Typewriter/Calculator contract for the 2020-2021 school year.

Ken Wallis 6-17-2020
Kenneth E Wallis

LAWTON
TERMITE & PEST CONTROL

May 6, 2020

Lawton Public Schools
Attn: Sheila Relf
753 Fort Sill Blvd.
Lawton, OK 73505

Mrs. Relf:

Lawton Termite & Pest Control would be happy to extend for one year your current pricing for Pest Control Services. This proposal is acceptable for the 2020-2021 school year.

All terms and conditions will remain the same. The period would be from July 1, 2020 through June 30, 2021.

We have enjoyed working with you and your team.

Thank you,

Larry Keplinger

P.O. Box 3837
Lawton, OK 73502
Office (580) 353-6667 Fax (580) 357-3585

PRECISION TESTING LABORATORIES, INC.
P.O. Box 814
819 East 46th Street
Stillwater, OK 74076

Phone: (405) 533-3886
Fax: (405) 533-3887
Toll Free: (888) 785-1468

May 7, 2020

Ms. Sheila Relf, Purchasing Manager
Lawton Schools
P.O. Box 1009
Lawton, OK 73502-1009

Subject: Asbestos Contract Extension

Dear Ms. Relf;

I am writing to offer permission to extend for one year the pricing for Asbestos Operations from the 2019-2020 school year. According to the current contract, Lawton Public Schools may exercise an option to extend for one year at the same price and conditions. The new contract period will be from July 1, 2020 through June 30, 2021.

Thank you for your business. Please call with any questions or further requests.

Very truly yours,

Dan Tracy
Precision Testing Labs

AAFEX FIRE SYSTEMS, INC
Dba SOONER SECURITY SERVICE
901 SE 1ST STREET
LAWTON, OK 73501
580-248-0900
FAX 591-0338

May 12, 2020

Sooner Security Service is confirming the Fire Alarm testing and inspection for July 1, 2020 through June 30, 2021 for $8250.00.
Please send list of all locations that need to be tested and inspected.

CHRIS HEDRICK
President

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

TRAVEL FOR LAWTON PUBLIC SCHOOL PERSONNEL

VENDOR	PURPOSE	AMOUNT
Instructional & Non-Instructional Personnel	Local Travel	$ 102,580.00
	State Travel	$ 29,495.00
	National Travel	$ 7,500.00

Request permission to issue travel standings for new hires and/or current personnel for the 2020-2021 school year in the amount of $25,000.00. These standings will be issued upon hiring of new personnel or current personnel that will have the need to travel.

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

VENDORS FOR VARIOUS SITES AND DEPARTMENTS

VENDOR	PURPOSE	AMOUNT
Allied Labs	Student Drug Testing	$ 15,000.00
Amazon	Supplies	$ 3,500.00
Bernina Sewing	Repairs	$ 500.00
Bookcase Uniforms	Uniforms	$ 26,000.00
CCOSA	TLE/McRel Training	$ 4,050.00
Comanche County Health Dept	Hep B Vaccinations	$ 300.00
COPS Products	Police Uniforms	$ 2,500.00
Country Mart	Supplies	$ 4,000.00
Daily Oklahoman	Ads	$ 525.00
Edmentum	Professional Development	$ 6,500.00
E3 Gordon Stowe	Audiometer Maintenance	$ 600.00
Expressway Fina	Tire Repairs	$ 500.00
GWJ	Supplies	$ 500.00
Hobby Lobby	Supplies	$ 1,300.00
Lowe's Supply	Supplies	$ 1,150.00
Lawton Communications	Supplies	$ 2,750.00
	Radio Repairs	$ 2,000.00
Lawton Publishing	Ads	$ 1,500.00
Okla Turnpike Authority	Pikepass	$ 8,500.00
O'Reilly's Auto	Supplies	$ 300.00
OSSBA	Workshop Registrations	$ 6,000.00
Phillips Music	Repairs	$ 1,000.00
Pitsco	Supplies	$ 4,000.00
Renaissance Learning	Professional Development	$ 3,600.00
Riverside Insights	Test Scanning	$ 7,855.00
Rueben's Shoe Repair	Repairs	$ 550.00
Sam's Club	Supplies	$ 8,200.00
Shiffler	Supplies	$ 300.00
Sherlock Services	Hardware Maint	$ 864.00
Southwest Chemicals	Supplies	$ 400.00
Staples Business Advantage	Supplies	$ 13,500.00
Teacher Synergy	Supplies	$ 500.00
Wal Mart	Food/Non-Food Items	$ 18,750.00
Xerox Corp	Copier Contract/Maintenance	$ 745,000.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

MAINTENANCE DEPARTMENT

VENDOR	PURPOSE	AMOUNT
A-1 Appliance Company	Repair Parts & Supplies	$ 1,500.00
Airgas	Repair Parts & Supplies	$ 3,500.00
	Cylinder Rental	$ 500.00
	Additional Rental	$ 553.50
Albright Steel	Repair Parts & Supplies	$ 5,000.00
Andy's Plumbing	Plumbing Repairs	$ 20,000.00
Atlas-Tuck	Concrete	$ 10,000.00
Atwood's	Parts & Supplies	$ 7,500.00
B & B Garage	Parts & Supplies	$ 8,000.00
Brady's Glass	Glass & Supplies	$ 2,000.00
	Glass Repairs	$ 10,000.00
Batteries Plus	Parts & Supplies	$ 2,500.00
Big Bob's	Parts & Supplies	$ 1,500.00
Bill Miller & Noble Heat	Labor to Repair A/c	$ 50,000.00
Bradford Industrial Supply	Repair Parts & Supplies	$ 40,000.00
C & E Equipment	Parts & Supplies - Maintenance	$ 1,500.00
	Parts & Supplies - Grounds	$ 1,000.00
	Labor - Grounds	$ 1,500.00
CED	Parts & Supplies	$ 5,000.00
Chemtreat	Chemicals for Boilers	$ 16,800.00
City of Lawton	HVAC Inspections (bond)	$ 1,000.00
	Building Inspections	$ 800.00
	Building Permits	$ 200.00
	License Renewals	$ 500.00
CL Boys	Parts & Supplies - Grounds	$ 2,000.00
Comanche Lumber	Building Materials & Supplies	$ 60,000.00
Daveco Industrial	Repair Parts & Supplies	$ 500.00
Digi Security Services	Entry Control System Repairs	$ 6,000.00
E & M Distributors	Parts & Supplies	$ 1,500.00
Elliot Electrical	Parts & Supplies	$ 10,000.00
Fastenal	Repair Parts & Supplies	$ 1,500.00
Federal Corp	Parts & Supplies	$ 10,000.00
Filtration Concepts	Filters-HVAC-Units	$ 65,000.00
Ford Roofing	Minor Roof Repairs	$ 50,000.00
Hunzicker Brothers	Repair Parts & Supplies	$ 60,000.00
IDN Acme	Repair Parts & Supplies	$ 5,000.00
James Supply	Parts & Supplies	$ 3,500.00
Jeff's Key Shop	Parts & Key Blanks	$ 1,000.00
Kay Electric	Repair Parts & Supplies	$ 3,500.00
	Repairs	$ 3,500.00

MAINTENANCE DEPARTMENT (continued)

VENDOR	PURPOSE	AMOUNT
Larrance Steel Corp	Repair Parts & Supplies	$ 2,500.00
Larrance Steel & Doors	Repair Parts & Supplies	$ 2,500.00
Lawton Bearing	Parts & Supplies	$ 1,000.00
Lawton Kirby Co	Repair Parts & Supplies	$ 500.00
Lawton Mach & Welding Works	Repair Parts & Supplies	$ 500.00
Lawton Publishing	Newspaper Ads (levy)	$ 1,000.00
	Newspaper Ads (bond)	$ 1,500.00
	Newspaper Ads (general)	$ 550.00
Lawton Termite	Monthly Spraying (11 months)	$ 11,363.00
	Special Calls	$ 1,000.00
	Termites	$ 5,200.00
Lawton Winsupply	Repair Parts & Supplies	$ 10,000.00
Lennox	Repair Parts & Supplies	$ 15,000.00
Locke Supply	Repair Parts & Supplies - Maint	$ 7,500.00
Luckinbill	Labor to Repair A/C	$ 100,000.00
Mark's Plumbing	Repair Parts & Supplies	$ 15,000.00
Maxwell Supply	Parts & Supplies	$ 5,000.00
Mid America Lumber	Building Materials & Supplies	$ 1,500.00
Ok Dept of Labor	Inspections	$ 2,400.00
O'Reilly Auto	Parts & Supplies - Maintenance	$ 8,000.00
	Parts & Supplies - Grounds	$ 1,500.00
Plumbmaster	Parts & Supplies	$ 15,000.00
Professional Turf	Parts & Supplies - Grounds	$ 2,000.00
Quality Sheet Metal	Parts & Supplies	$ 3,500.00
Ron Stephens Service	Parts & Supplies - Grounds	$ 1,500.00
	Parts & Supplies - Maintenance	500.00
Roy's Auto Supply	Vehicle Repair Parts & Supplies	$ 500.00
Sanders Hardware	Repair Parts & Supplies	$ 1,500.00
Sherwin-Williams Paint	Paint & Supplies	$ 25,000.00
Southern Plains	Electrical Repairs	$ 75,000.00
Southwest Chemical	Custodial Supplies	$ 2,500.00
Standridge Equipment	Mower Parts - Grounds	$ 2,000.00
T & W Tire	Tire Repairs - Maint	$ 1,500.00
	Tire Repairs - Grounds	$ 1,000.00
ThyssenKrupp Elevators	Elevator Maintenance	$ 17,784.48
United Refrigeration	Repair Parts & Supplies	$ 20,000.00
United Rental Services	Parts & Supplies	$ 800.00
	Equipment Rental	$ 5,000.00
W & R Mechanicals	Labor to Repair A/C	$ 50,000.00
Waste Solutions	Waste Disposal	$ 150,000.00
Wolverine Brass	Parts & Supplies	$ 15,000.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

TRANSPORTATION DEPARTMENT

VENDOR	PURPOSE	AMOUNT
Advance Auto Parts	Repair Parts & Supplies	$ 7,000.00
Airgas	Repair Parts & Supplies	$ 500.00
Allied Labs	Drug/Alcohol Testing	$ 25,300.00
Atwoods	Repair Parts & Supplies	$ 2,000.00
Auto Alignment	Labor for Alignments	$ 1,000.00
Billingsley Ford	Repair Parts & Supplies	$ 1,500.00
	Labor for Repairs	$ 1,000.00
Buck's Wheel	Repair Parts & Supplies	$ 9,500.00
Checker Wrecker	Towing Services	$ 2,500.00
Cintas (Shop Rags)	Shop Rag Service	$ 2,200.00
Classic Chevrolet	Repair Parts & Supplies	$ 1,500.00
Crow's Radiator	Labor for Radiator Repairs	$ 2,000.00
	New Radiators	$ 2,000.00
Daveco Industrial	Repair Parts & Supplies	$ 1,800.00
Fastenal	Repair Parts & Supplies	$ 1,800.00
Gill's Waste Oil	Waste Filter Pick-up	$ 300.00
	Pumping of WashBay	$ 2,000.00
Glass Doctor	Glass Repairs	$ 2,800.00
Heavy Truck	Repair Parts & Supplies	$ 4,000.00
Heritage-Crystal Clean	Repair Parts & Supplies	$ 1,500.00
Jeff's Key Shop	Replacement Keys	$ 750.00
Karl Klement Ford	Repair Parts & Supplies	$ 6,000.00
Lawton Communications	Repair Parts & Supplies	$ 1,000.00
	Radio Installation/Repairs	$ 750.00
Lawton Publishing	Newspaper Ads	$ 4,500.00
Lowe's	Repair Parts & Supplies	$ 2,500.00
Lubrication Specialists	Repair Parts & Supplies	$ 10,000.00
Midwest Bus (Parts)	Repair Parts & Supplies	$ 5,000.00
	Labor to Repair	$ 3,400.00
O'Reilly Auto	Repair Parts & Supplies	$ 12,000.00
REI	Repair Parts for Video Recorders	$ 750.00
	Labor to Repair Video Recorders	$ 750.00
Ross Transportation	Repair Parts & Supplies	$ 10,000.00
	Labor for Bus Repairs	$ 6,500.00
Roy's Auto	Repair Parts & Supplies	$ 2,500.00
	Batteries	$ 9,000.00
Steagall Oil	Bulk Oil & Quart Oil	$ 22,710.00
Stan's Wench Truck Services	Towing Services	$ 1,000.00
Summit Truck Group	Repair Parts & Supplies	$ 26,000.00
T & W Tires	Tire Mounting	$ 5,000.00
	New Tires	$ 1,500.00

TRANSPORTATION DEPARTMENT (continued)

VENDOR	PURPOSE	AMOUNT
Tag Agency-Lawton-Ft Sill	Tags for New Vehicles	$ 2,500.00
TotalSir	Statistical Inventory Recon	$ 621.00
Underground Services	Fuel Tank Inspections	$ 1,000.00
Wal-Mart	Bus Supplies	$ 900.00
	Office Supplies	$ 500.00
Weber's Diesel	Repair Parts & Supplies	$ 9,000.00
	Labor to Repair	$ 7,500.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

FOOD SERVICE DEPARTMENT

VENDOR	PURPOSE	AMOUNT
A-1 Appliance	Kitchen Supplies	$ 600.00
Bimbo Bakeries	Food Items	$ 113,000.00
Bradford Industrial Supply	Repair Parts	$ 3,000.00
Carl's Refrigeration	Labor for Repairs	$ 15,000.00
	Repair Parts	$ 25,000.00
Culligan Water	Salt for Softner	$ 2,000.00
Daniel Ghrayyeb	Reimb-Emerg Supplies	$ 500.00
Ecolab Inc	Small Equipment	$ 3,000.00
Edward Don	Small Wares	$ 30,000.00
Fresh Point-OKC	Food Items	$ 435,000.00
Hagar Restaurant Equipment	Labor for Repairs	$ 2,000.00
	Repair Parts	$ 13,000.00
Hiland Diary	Food Items	$ 625,000.00
Hobart Corp	Labor for Repairs	$ 5,000.00
	Repair Parts	$ 20,000.00
IMC Waste	Grease Trap Cleaning	$ 15,000.00
JTM	Food Items	$ 75,000.00
Lawton WinSupply	Repair Parts	$ 10,000.00
Locke Supply	Repair Parts	$ 1,000.00
Lowe's	Kitchen Supplies	$ 2,500.00
Nix Tires	Flat Repairs	$ 100.00
Roy's Auto	Repair Parts	$ 500.00
Sam's Club	Kitchen Supplies	$ 1,000.00
	Food Items	$ 1,000.00
Sanders Hardware	Small Wares	$ 300.00
Sodexo Services	Management Services	$ 550,000.00
Southwest Ice Cream	Food Items	$ 35,000.00
Staples Business Advantage	Office Supplies	$ 5,000.00
SW Chemicals	Small Wares	$ 500.00
Sysco of Oklahoma	Food Items	$2,500,000.00
	Non-Food Items	$ 250,000.00
T & W Tires	Tires	$ 2,500.00
United Refrigeration	Repair Parts	$ 10,000.00
Vancon	Online Lunch Payments	$ 25,000.00
Wal-Mart	Food Items	$ 1,250.00
	Non-Food Items	$ 300.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

BUSINESS OFFICE - LANCE GIBBS

VENDOR	PURPOSE	AMOUNT
Amazon	Ink Cartridges	$ 100.00
American Fidelity	Disability Payments	$ 20,000.00
Barry Beauchamp	Consultant Fee	$ 13,230.00
Branstetter Financial	Consultant Fee	$ 22,500.00
Cameron University	Utilities & Ground Work for Stadium	$ 50,000.00
Carey Johnson Oil Co	Diesel Fuel	$ 525,000.00
	Unleaded Fuel	$ 75,000.00
Centerpoint Energy	Gas	$ 550,000.00
CE Wade Jr PLLC	Monthly Retainer	$ 40,800.00
	Legal Services	$ 96,000.00
City of Lawton	Water	$ 260,000.00
Comanche County Election Board	Election Expenses	$ 15,000.00
Eduskills	Impact Aid Services	$ 18,040.00
Endex	Telecommunication Services	$ 3,000.00
Glenn Oil Co	Diesel Fuel	$ 200,000.00
	Unleaded Fuel	$ 25,000.00
Great Plains Technology Center	SCORE Program	$ 440,000.00
Green Family Investments	Warehouse Rental	$ 24,000.00
Healthcare Safety Solutions	Worker Comp Loss Control	$ 25,000.00
Lawton Publishing	Legal Publications	$ 1,500.00
McMahon Auditorium	Building Rental	$ 3,000.00
OK School for the Blind	Student Transportation	$ 5,000.00
OK Employment Security	Unemployment	$ 100,000.00
OK School Assurance Group	Workers Comp Premium	$ 741,000.00
OSIG	Accident Deductible	$ 10,000.00
OSSBA	Legal Services	$ 19,792.50
Public Service Co	Electricity	$1,500,000.00
Rosentein Fist & Ringold	Legal Services	$ 125,000.00
Sam's Wholesale	Annual Membership	$ 2,800.00
	Administrative Fees	$ 100.00
	Cards for Schools	$ 100.00
Spectrum Behavior	Behavior Services	$ 24,300.00
United Parcel Service	Shipping & Mailing	$ 3,000.00
US Treasurer	Electricity - Ft. Sill	$ 250,000.00
	Water - Ft. Sill	$ 48,000.00
	Gas - Ft. Sill	$ 20,000.00
US Postal Service	Postage	$ 60,000.00
Weidenhammer System	Alio Software Maintenance	$ 4,375.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

MEDIA CENTER - MCDERMOTT/WATSON

VENDOR	PURPOSE	AMOUNT
Alert Services	Basement Supplies	$ 1,200.00
Amazon	Office Supplies	$ 2,000.00
	Basement Supplies	$ 5,000.00
	Technology Supplies	$ 10,000.00
Badgepass	Basement Supplies	$ 16,000.00
Buy101.Com	Printing Supplies	$ 1,600.00
Collect-Ed LLC	E-Rate Consulting	$ 7,500.00
Color ID	Basement Supplies	$ 1,000.00
Contract Paper	Basement Supplies	$ 4,000.00
	Printing Supplies	$ 4,000.00
Dell Marketing	Technology Supplies	$ 10,000.00
Fidelity Communications	District Phone Service	$ 21,600.00
File Thirteen	Shredding	$ 4,000.00
iNET	Phone Repairs	$ 51,493.20
Ken Wallis Office System	Calculator/Typewriter Maint	$ 3,507.50
Kenny Products	Basement Supplies	$ 4,000.00
Lowe's	Repair Parts	$ 1,000.00
Medco	Basement Supplies	$ 1,200.00
Midland Paper	Printing Supplies	$ 15,000.00
	Basement Supplies	$ 8,000.00
O'Reilly Auto Parts	Vehicle Repair Parts	$ 1,500.00
Pitney Bowes	Mail Processing	$ 25,600.00
Pyramid School Products	Basement Supplies	$ 3,000.00
Raptor Technologies	Basement Supplies	$ 3,000.00
Sam's Club	Basement Supplies	$ 5,000.00
Scantron Corp	Basement Supplies	$ 13,000.000
Southwest Mailing	Mailing Service	$ 9,000.00
Staples Business	Basement Supplies	$ 1,000.00
Symbolic	Repair Parts	$ 25,000.00
	Technology Supplies	$ 15,000.00
Synergy	Repair Parts	$ 2,000.00
T & W Tires	Tire Repairs	$ 1,000.00
United Parcel Services	Shipping/Mailing	$ 3,000.00
Veritiv Operating Co	Printing Supplies	$ 15,000.00
	Basement Supplies	$ 8,000.00
Verizon Wireless	District Cell Phones	$ 1,560.00
	Hotspots	$ 746,640.00
Vic's Communications	Phone Repairs	$ 1,000.00
	Phones/Parts	$ 10,000.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

ATHLETICS - GARY DEES

VENDOR	PURPOSE	AMOUNT
Cameron University	Telephone Repairs	$ 1,000.00
Comanche County Memorial	Ambulance Svcs - Football	$ 1,500.00
	Ambulance Svcs - Boys Soccer	$ 750.00
	Ambulance Svcs - Girls Soccer	$ 750.00
Com & Family Activity - FMA	Golf Course Rental - Ft. Sill	$ 1,500.00
Lawton Communications	Radio Repairs	$ 1,000.00
Lawton Municipal Golf	Golf Course Rental	$ 1,400.00
Wal-Mart	Office Supplies	$ 500.00
YMCA	Swimming Pool Rental	$ 6,000.00

REQUEST PERMISSION TO ISSUE STANDING PURCHASE ORDERS
FOR THE 2020-2021 SCHOOL YEAR

SAFETY - JASON JAMES

VENDOR	PURPOSE	AMOUNT
Fire Extinguisher Sales	Inspect Suppression Systems	$ 8,300.00
	Service/Recharge Extinguishers	$ 17,500.00
Precision Testing	Operations & Surveillance	$ 8,000.00
	Emerg Monitoring & Abatement	$ 3,000.00
Sooner Security	Monitoring Services	$ 48,480.00

Lawton Public Schools Purchasing Department

6/18/20 **VENDOR RESPONSE STATUS REPORT**

BUSINESS PAPER

Date Released: 5/18/2020 Bid Number:

Bid	BUFFALOBUSINE	*BUFFALO BUSINESS PRODUCTS*
Bid	CONTRACTPAPER	*CONTRACT PAPER GROUP INC (Formerly RIS)*
Bid	MIDLANDPAPER	*MIDLAND PAPER*
Bid	SAM'SWHOLE	*SAM'S WHOLESALE*
Bid	VERITIVOPERATIN	*VERITIV OPERATING COMPANY*
No Response	FROGPRINTING	*FROG PRINTING & AWARD CENTER LLC*
No Response	OFFICE DEP	*OFFICE DEPOT*
No Response	PYRAMIDSCHOOL	*PYRAMID SCHOOL PRODUCTS*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

BUSINESS PAPER

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # 1. -- 2520 CASES **BOND BUSINESS PAPER - 8 1/2" X 11" (1350)**				
BUFFALOBUSINE	**27.35**	BOISE		CASE COUNT 10 SAMPLE PROVIDED
CONTRACTPAPE	**23.94**	FASCOPY 96	**	CASE COUNT 10 SAMPLE PROVIDED
CONTRACTPAPE	**23.97**	FASCOPY 92		CASE COUNT 10 SAMPLE PROVIDED
CONTRACTPAPE	**22.60**	NATURAL CHOICE		CASE COUNT 10 SAMPLE PROVIDED NOT TO SPEC SEE ATTACHED LETTER
MIDLANDPAPER	**24.74**	NAVIGATOR		CASE COUNT 10 SAMPLE PROVIDED
SAM'SWHOLE	**25.35**	INDEPENDENCE		CASE COUNT 10 SAMPLE PROVIDED
VERITIVOPERATI	**24.95**	COMET		NO SAMPLE PROVIDED

LAWTON PUBLIC SCHOOLS

David McDermott
Director, Media Operations
dmcdermott@lawtonps.org

June 4, 2020

To: Purchasing, Sheila Relf:

Bid: Bond Business Paper – 8 1/2" X 11" (1350)

The vendor bid multiple different types of paper, this particular one was not up to spec, and it was not considered in the bid process.

I am requesting to award the Contract Paper Group which is the second lowest bid
Item #1 Fastcopy 96 at $23.94

David McDermott
Media Operations Director
Lawton Public Schools

Lawton Public Schools Purchasing Department

VENDOR RESPONSE STATUS REPORT

COMPUTER/AUDIO VISUAL/LAMINATING SUPPLIES

Date Released 5/18/2020 Bid Number:

Bid	ACCOBRANDS	*ACCO BRANDS USA LLC*
Bid	BUFFALOBUSINE	*BUFFALO BUSINESS PRODUCTS*
Bid	PYRAMIDSCHOOL	*PYRAMID SCHOOL PRODUCTS*
No Response	FROGPRINTING	*FROG PRINTING & AWARD CENTER LLC*
No Response	MIDLANDPAPER	*MIDLAND PAPER*
No Response	NATIONALART	*NATIONAL ART & SCHOOL SUPPLIES INC*
No Response	OFFICE DEP	*OFFICE DEPOT*
No Response	THETREEHOUSE	*THE TREEHOUSE INC*
No Response	TIPTON	*TIPTON GLOBAL SALES & SERVICES INC*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

COMPUTER/AUDIO VISUAL/LAMINATING SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **1.** -- 4 SPINDEL **DVD-R (1096)**				
ITEM # **2.** -- 30 EACH **FLASH DRIVE 64GB USB 3.0 (0741)**				
BUFFALOBUSINE	**12.19**	VERBATIM	**	
ITEM # **3.** -- 3 EACH **IBM WHEELWRITER TYPEWRITER RIBBON (1621)**				
ITEM # **4.** -- 100 BOXES - 2 ROLLS PER BOX **LAMINATING FILM (0745)**				
ACCOBRANDS	**27.90**	MEAD 304		
BUFFALOBUSINE	**61.97**	GBC		
PYRAMIDSCHOO	**27.38**	HOP	**	
ITEM # **5.** -- 4 EACH **SHARP CALCULATOR 621 RIBBON (1748)**				
ITEM # **6.** -- 27 EACH **SINGLE LINE SURGE PROTECTOR STRIP (1948)**				
BUFFALOBUSINE	**14.95**	TRIPP LITE		
PYRAMIDSCHOO	**13.95**	TRIPP LITE		SEE ATTACHED NOTE

LAWTON
PUBLIC SCHOOLS

David McDermott
Director, Media Operations
dmcdermott@lawtonps.org

June 4, 2020

To: Purchasing, Sheila Relf:

Bid: Single Line Surge Protector Strip (1948)

Pyramid School was the lowest bidder. Item# 6 Single Line Surge Protector Strip, but we found them cheaper on Amazon.

Respectfully,

David McDermott
Media Operations Director
Lawton Public Schools

Lawton Public Schools Purchasing Department

VENDOR RESPONSE STATUS REPORT

INSTRUCTIONAL SUPPLIES

Date Released: 5/18/2020 Bid Number:

Bid	BUFFALOBUSINE	*BUFFALO BUSINESS PRODUCTS*
Bid	PYRAMIDSCHOOL	*PYRAMID SCHOOL PRODUCTS*
Bid	QUILL	*QUILL CORPORATION*
No Bid	BLICKART	*BLICK ART MATERIALS LLC*
No Response	CONTRACTPAPER	*CONTRACT PAPER GROUP INC (Formerly RIS)*
No Response	FROGPRINTING	*FROG PRINTING & AWARD CENTER LLC*
No Response	MIDLANDPAPER	*MIDLAND PAPER*
No Response	NATIONALART	*NATIONAL ART & SCHOOL SUPPLIES INC*
No Response	OFFICE DEP	*OFFICE DEPOT*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # 1. -- 36 EACH **BINDERS, 1 1/2" 3 RING (1337)**				
BUFFALOBUSINE	**2.48**	UNIVERSAL	**	
QUILL	**2.69**	AVERY		
ITEM # 2. -- 36 EACH **BINDERS, 1" 3 RING (1336)**				
BUFFALOBUSINE	**1.67**	UNIVERSAL	**	
QUILL	**2.43**	AVERY		
ITEM # 3. -- 48 EACH **CHART TABLETS - 1" - 24 X 16 (0260)**				
BUFFALOBUSINE	**6.25**	PACON		
PYRAMIDSCHOO	**1.99**	PACON	**	
QUILL	**3.31**	BEMISS		
ITEM # 4. -- 288 EACH **CHART TABLETS - 1" - 24 X 32 (0265)**				
BUFFALOBUSINE	**10.03**	PACON		
PYRAMIDSCHOO	**3.09**	PACON	**	
QUILL	**4.78**	BEMISS		
ITEM # 5. -- 120 BOX **CLIPS, BINDER, MED (0278)**				
BUFFALOBUSINE	**0.60**	UNIVERSAL		
PYRAMIDSCHOO	**0.49**	PYRAMID	**	
QUILL	**0.58**	QUILL		
ITEM # 6. -- 288 EACH **CORRECTION FILM (0979)**				
PYRAMIDSCHOO	**1.79**	PAPERMATE DRYLINE	**	
QUILL	**2.13**	PAPERMATE		
ITEM # 7. -- 12 EACH **EASEL PAD (0259)**				

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
BUFFALOBUSINE	**23.45**	3M		
PYRAMIDSCHOO	**19.95**	3M		
QUILL	**17.10**	POST IT	**	

ITEM # **8.** -- 50 BOX
ENVELOPES - 10 X 13 MANILA CLASP (0390)

BUFFALOBUSINE	**12.26**	UNIVERSAL		
PYRAMIDSCHOO	**8.39**	TOPS QP	**	
QUILL	**12.32**	QUILL		

ITEM # **9.** -- 30 BOX
ENVELOPES - 12 X 15 1/2 CLASP (0400)

BUFFALOBUSINE	**19.83**	UNIVERSAL		
PYRAMIDSCHOO	**12.49**	TOPS QP	**	
QUILL	**14.85**	QUILL		

ITEM # **10.** -- 100 BOX
ENVELOPES - 9 X 12 MANILA CLASP (0385)

BUFFALOBUSINE	**9.28**	UNIVERSAL		
PYRAMIDSCHOO	**7.00**	TOPS QP	**	
QUILL	**9.49**	QUILL		

ITEM # **11.** -- 15 BOX
FILE FOLDERS, LEGAL SIZE (0470)

BUFFALOBUSINE	**10.45**	UNIVERSAL		
PYRAMIDSCHOO	**6.19**	TOPS QP	**	

ITEM # **12.** -- 180 EACH
GLUE STICKS (0566)

BUFFALOBUSINE	**0.46**	PER SPEC		
PYRAMIDSCHOO	**0.39**	PER SPEC		
QUILL	**0.35**	PER SPEC		SEE ATTACHED LETTER

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # **13.** -- 288 EACH **HIGHLIGHTER, FLUORESCENT YELLOW (0613)**				
PYRAMIDSCHOO	**0.42**	SANFORD	**	
ITEM # **14.** -- 10 PKG **LABELS, CO-STAR, CLEAR (0739)**				
ITEM # **15.** -- 100 PKG **LABELS, CO-STAR, WHITE (0737)**				
ITEM # **16.** -- 50 BOX **LABELS, COMPUTER SHEETS (0738)**				
BUFFALOBUSINE	**8.41**	UNIVERSAL		
PYRAMIDSCHOO	**5.69**	MACO	**	
QUILL	**19.30**	MACO		
ITEM # **17.** -- 1008 EACH **MARKERS, EXPO DRY ERASE - BLACK (1026)**				
PYRAMIDSCHOO	**0.62**	PER SPEC	**	
QUILL	**1.02**	PER SPEC		
ITEM # **18.** -- 144 EACH **MARKERS, EXPO DRY ERASE - ORANGE (1030)**				
ITEM # **19.** -- 12 Dozen **MARKERS, WATERCOLOR BLACK (0990)**				
PYRAMIDSCHOO	**3.95**	CRAYOLA	**	
ITEM # **20.** -- 72 EACH **PADS, LEGAL - CANARY 8 1/2 X 11 (1127)**				
BUFFALOBUSINE	**0.79**	UNIVERSAL		
PYRAMIDSCHOO	**0.69**	TOPS		
QUILL	**0.63**	QUILL	**	
ITEM # **21.** -- 72 EACH **PADS, LEGAL - CANARY 8 1/2 X 14 (1128)**				
BUFFALOBUSINE	**1.22**	UNIVERSAL		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
PYRAMIDSCHOO	**0.90**	TOPS		
QUILL	**0.81**	QUILL	**	

ITEM # **22.** -- 72 EACH - 72 LEAVES/PAD
PADS, STENO 6X9 NARROW LINE (1130)

PYRAMIDSCHOO	**0.89**	TOPS	**	

ITEM # **23.** -- 12 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - BLUE (1230)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **24.** -- 8 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - BROWN (1235)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **25.** -- 10 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - GREEN (1240)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **26.** -- 5 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - ORANGE (1245)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **27.** -- 11 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - RED (1250)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **28.** -- 6 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - VIOLET (1255)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **29.** -- 10 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - WHITE (1260)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

ITEM # **30.** -- 5 Dozen - 8 OZ. JARS
PAINT, LIQUID TEMPERA - YELLOW (1265)

PYRAMIDSCHOO	**13.08**	SARGENT	**	

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # 31. -- 3 EACH **PAPER CUTTER - 12" (1475)**				
BUFFALOBUSINE	**47.14**	DAHLE		
PYRAMIDSCHOO	**52.95**	XACTO		
QUILL	**22.82**	XACTO	**	
ITEM # 32. -- 500 BOX **PAPERCLIP, GEM #1 (0280)**				
BUFFALOBUSINE	**0.18**	UNIVERSAL		
PYRAMIDSCHOO	**0.17**	LEONARD	**	
QUILL	**0.66**	OFFICE MATE GEM		
ITEM # 33. -- 1000 BOX **PAPERCLIP, JUMBO (0300)**				
BUFFALOBUSINE	**0.56**	UNIVERSAL		
PYRAMIDSCHOO	**0.45**	LEONARD	**	
QUILL	**0.57**	ACCO		
ITEM # 34. -- 360 Dozen **PENCILS, BLACK LEAD #2 (1550)**				
BUFFALOBUSINE	**0.85**	UNIVERSAL		
PYRAMIDSCHOO	**0.75**	DIXON	**	
QUILL	**1.39**	TICONDEROGA		
ITEM # 35. -- 144 Dozen **PENS, BALL POINT-BLUE-MED POINT (1578)**				
PYRAMIDSCHOO	**0.96**	PER SPEC	**	
QUILL	**1.18**	PER SPEC		
ITEM # 36. -- 1080 EACH - 3" X 3" **POST-IT-NOTE PADS - 3" X 3" (1137)**				
BUFFALOBUSINE	**0.27**	UNIVERSAL	**	
PYRAMIDSCHOO	**0.27**	3M		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
QUILL	**0.95**	3M		

ITEM # **37.** -- 3 Dozen
RUBBER CEMENT - 4 OZ JARS (1785)

PYRAMIDSCHOO	**17.88**	ELMER'S	**	

ITEM # **38.** -- 60 Dozen
SHARPIE FINE PT. PERM MARKER, BLACK (0983)

BUFFALOBUSINE	**9.45**	PER SPEC		
PYRAMIDSCHOO	**5.76**	PER SPEC	**	
QUILL	**6.43**	PER SPEC		

ITEM # **39.** -- 108 EACH
STAPLER (1925)

BUFFALOBUSINE	**9.50**	BOSTICH		
PYRAMIDSCHOO	**4.29**	BOSTICH	**	
QUILL	**5.34**	STANLEY		

ITEM # **40.** -- 500 BOX - 5000/BOX
STAPLES, STANDARD (1940)

BUFFALOBUSINE	**3.10**	PER SPEC		
PYRAMIDSCHOO	**1.86**	PER SPEC	**	
QUILL	**2.09**	PER SPEC		

ITEM # **41.** -- 5 CONES
STRING, TWINE 8-PLY (1955)

ITEM # **42.** -- 144 EACH
TAPE DISPENSERS - 1/2" - 3/4" (2065)

PYRAMIDSCHOO	**0.50**	LEONARD	**	
QUILL	**0.79**	SCOTCH		

ITEM # **43.** -- 180 ROLLS
TAPE, CARTON SEALING (2028)

BUFFALOBUSINE	**1.25**	3M	**	

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

INSTRUCTIONAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
PYRAMIDSCHOO	**1.49**	3M		

ITEM # **44.** -- 1128 ROLLS
TAPE, MAGIC TRANSPARENT 3/4" (2000)

PYRAMIDSCHOO	**0.59**	3M	**	
QUILL	**1.94**	SCOTCH		

ITEM # **45.** -- 120 ROLL
TAPE, MASKING 2" (2025)

PYRAMIDSCHOO	**2.29**	3M	**	

ITEM # **46.** -- 144 ROLL
TAPE, MASKING 3/4" X 60 YARDS (2020)

PYRAMIDSCHOO	**0.89**	3M	**	

ITEM # **47.** -- 240 ROLLS
TAPE, TRANSPARENT BOOK 1 1/2" (2010)

PYRAMIDSCHOO	**3.09**	3M	**	
QUILL	**4.11**	3M		

ITEM # **48.** -- 120 ROLL
TAPE, TRANSPARENT BOOK 3" (2015)

PYRAMIDSCHOO	**5.89**	3M	**	
QUILL	**7.31**	3M		

ITEM # **49.** -- 10 CASES - 12 BOX/CASE
TOWELS, TERI (2070)

QUILL	**75.04**	PER SPEC	**	

ITEM # **50.** -- 144 EACH
WASTE BASKETS, MEDIUM (2160)

PYRAMIDSCHOO	**6.94**	CONTINENTAL	**	

LAWTON PUBLIC SCHOOLS

David McDermott
Director, Media Operations
dmcdermott@lawtonps.org

June 4, 2020

To: Purchasing/Sheila Relf:

Bid: Glue Sticks (0566)

Quill was the lowest bidder. Item#12 Glue Sticks .35 each, but we found them cheaper on Amazon.

Respectfully,

David McDermott
Media Operations Director
Lawton Public Schools

Lawton Public Schools Purchasing Department

VENDOR RESPONSE STATUS REPORT

MEDICAL SUPPLIES-BASEMENT

Date Released: 5/18/2020 Bid Number:

Bid	ALERT SERV	*ALERT SERVICES, INC.*
Bid	PYRAMIDSCHOOL	*PYRAMID SCHOOL PRODUCTS*
No Response	FROGPRINTING	*FROG PRINTING & AWARD CENTER LLC*
No Response	MEDCOSUPPLY	*MEDCO SUPPLY CO*
No Response	MOOREMEDIC	*MOORE MEDICAL CORP.*
No Response	OFFICE DEP	*OFFICE DEPOT*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

MEDICAL SUPPLIES-BASEMENT

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **1.** -- 12 EACH **BANDAGE, ACE (0496)**				
ALERT SERV	**0.33**	TETRA	**	
ITEM # **2.** -- 60 CANS **FIRST AID SPRAY (0505)**				
ITEM # **3.** -- 300 BOX **GLOVES, LATEX FREE VINYL - LARGE (0519)**				
ALERT SERV	**3.34**	GD CARE	**	
PYRAMIDSCHOO	**3.79**	TRADEX		
ITEM # **4.** -- 300 EACH **HAND SANITIZER (0524)**				
ALERT SERV	**2.50**	GENERIC	**	
PYRAMIDSCHOO	**2.99**	DERMAGEL		
ITEM # **5.** -- 20 BOX - 200 PADS/BOX **PADS, ALCOHOL PREP PADS STERILE (0507)**				
ALERT SERV	**1.25**	DYNAREX	**	
ITEM # **6.** -- 3 CASES - 250 PER CASE **SANITARY NAPKINS (5007)**				
PYRAMIDSCHOO	**69.98**	PER SPEC	**	
ITEM # **7.** -- 24 ROLLS **TAPE, SURGICAL (0532)**				
ITEM # **8.** -- 24 ROLLS **TAPE, WATERPROOF ADHESIVE (0520)**				
ALERT SERV	**1.35**	GENERIC	**	
ITEM # **9.** -- 160 BOXES - 20 PER BOX **THERMOSCAN PROBE COVER (0523)**				

Lawton Public Schools Purchasing Department

VENDOR RESPONSE STATUS REPORT

PAPER AND PAPER PRODUCTS

Date Released: 5/18/2020 Bid Number:

Bid	BUFFALOBUSINE	*BUFFALO BUSINESS PRODUCTS*
Bid	CONTRACTPAPER	*CONTRACT PAPER GROUP INC (Formerly RIS)*
Bid	MIDLANDPAPER	*MIDLAND PAPER*
Bid	PYRAMIDSCHOOL	*PYRAMID SCHOOL PRODUCTS*
Bid	QUILL	*QUILL CORPORATION*
Bid	VERITIVOPERATIN	*VERITIV OPERATING COMPANY*
No Response	FROGPRINTING	*FROG PRINTING & AWARD CENTER LLC*
No Response	OFFICE DEP	*OFFICE DEPOT*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # 1. -- 20 CASES **BOND PAPER - BLUE (1340)**				
BUFFALOBUSINE	**69.90**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
QUILL	**81.22**	HAMMERMILL		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10
ITEM # 2. -- 15 CASES **BOND PAPER - CHERRY (1341)**				
BUFFALOBUSINE	**69.90**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10
ITEM # 3. -- 16 CASES **BOND PAPER - GOLDENROD (1342)**				
BUFFALOBUSINE	**68.00**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COIUNT 10
QUILL	**90.38**	HAMMERMILL		CASE COUINT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10
ITEM # 4. -- 4 CASES **BOND PAPER - GRAY (1339)**				
BUFFALOBUSINE	**89.80**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10
ITEM # 5. -- 20 CASES **BOND PAPER - GREEN (1343)**				
BUFFALOBUSINE	**72.90**	HAMMERMILL		CASE COUNT 10

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
QUILL	**59.05**	HAMMERMILL		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10

ITEM # **6.** -- 22 CASES
BOND PAPER - ORCHID (1346)

BUFFALOBUSINE	**76.90**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
QUILL	**55.30**	HAMMERMILL		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10

ITEM # **7.** -- 12 CASES
BOND PAPER - PINK (1344)

BUFFALOBUSINE	**65.50**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10

ITEM # **8.** -- 8 CASES
BOND PAPER - TAN (1348)

BUFFALOBUSINE	**76.90**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10

ITEM # **9.** -- 18 CASES
BOND PAPER - YELLOW (1345)

BUFFALOBUSINE	**63.80**	HAMMERMILL		CASE COUNT 10
CONTRACTPAPE	**39.10**	PREMIUM COLORS	**	CASE COUNT NOT GIVEN
MIDLANDPAPER	**42.50**	DOMTAR		CASE COUNT 10

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	Price	Brand	Selected (**)	Notes
VERITIVOPERATI	**54.51**	HAMMERMILL		CASE COUNT 10

ITEM # **10.** -- 1 CASE - 250/PACK
CARD STOCK PAPER - CELESTIAL BLUE (2381)

BUFFALOBUSINE	**138.80**	ASTROBRIGHT		CASE COUNT 10
CONTRACTPAPE	**65.00**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 11,12,13,14,15,47,48
MIDLANDPAPER	**64.00**	ASTRO BRIGHT	**	CASE COUNT 8 (2000 SHEETS INSTEAD OF 2500)

ITEM # **11.** -- 1 CASE - 250/PACK
CARD STOCK PAPER - COSMIC ORANGE (2382)

BUFFALOBUSINE	**138.80**	ASTROBRIGHT		CASE COUNT 10
CONTRACTPAPE	**65.00**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,12,13,14,15,47,48
MIDLANDPAPER	**64.00**	ASTRO BRIGHT	**	CASE COUNT 8 (2000 SHEETS INSTEAD OF 2500)
VERITIVOPERATI	**98.75**	GLOTONE		CASE COUNT 10

ITEM # **12.** -- 1 CASE - 250/PACK
CARD STOCK PAPER - FIREBALL FUCHSIA (2383)

BUFFALOBUSINE	**138.80**	ASTROBRIGHT		
CONTRACTPAPE	**65.00**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,11,13,14,15,47,48
MIDLANDPAPER	**64.00**	ASTRO BRIGHT	**	CASE COUNT 8 (2000 SHEETS INSTEAD OF 2500)
VERITIVOPERATI	**98.75**	GLOTONE		CASE COUNT 10

ITEM # **13.** -- 1 CASE - 250/PACK
CARD STOCK PAPER - PLANETARY PURPLE (2384)

BUFFALOBUSINE	**138.80**	ASTROBRIGHT		CASE COUNT 10
CONTRACTPAPE	**65.00**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,11,12,14,15,47,48
MIDLANDPAPER	**64.00**	ASTRO BRIGHT	**	CASE COUNT 8 (2000 SHEETS INSTEAD OF 2500)
VERITIVOPERATI	**98.75**	GLOTONE		CASE COUNT 10

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **14.** -- 1 CASE - 250/PACK **CARD STOCK PAPER - SUNBURST YELLOW (2385)**				
BUFFALOBUSINE	**138.80**	ASTROBRIGHT		CASE COUNT 10
CONTRACTPAPE	**65.00**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,11,12,13,15,47,48
MIDLANDPAPER	**64.00**	ASTRO BRIGHT	**	CASE COUNT 8 (2000 SHEETS INSTEAD OF 2500)
VERITIVOPERATI	**98.75**	GLOTONE		CASE COUNT 10
ITEM # **15.** -- 1 CASE - 250/PACK **CARD STOCK PAPER - TERRA GREEN (2386)**				
BUFFALOBUSINE	**138.80**	ASTROBRIGHT		CASE COUNT 10
CONTRACTPAPE	**65.00**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,11,12,13,14,47,48
MIDLANDPAPER	**64.00**	ASTRO BRIGHT	**	CASE COUNT 8 (2000 SHEETS INSTEAD OF 2500)
VERITIVOPERATI	**98.75**	GLOTONE		CASE COUNT 10
ITEM # **16.** -- 625 PACKAGES **CONSTRUCTION PAPER - BLACK (1390)**				
BUFFALOBUSINE	**5.20**	PACON		
PYRAMIDSCHOO	**2.19**	PACON	**	
QUILL	**2.49**	TRU RAY		
ITEM # **17.** -- 1000 PACKAGES **CONSTRUCTION PAPER - BRIGHT WHITE (1460)**				
BUFFALOBUSINE	**3.00**	PACON		
PYRAMIDSCHOO	**2.10**	PACON	**	
QUILL	**2.38**	RIVERSIDE		
ITEM # **18.** -- 200 PACKAGES **CONSTRUCTION PAPER - BROWN - DARK (1405)**				
BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.42**	PACON	**	
QUILL	**2.73**	RIVERSIDE		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **19.** -- 200 PACKAGES **CONSTRUCTION PAPER - BROWN-MED (1410)**				
PYRAMIDSCHOO	**2.30**	PACON	**	
QUILL	**2.86**	RIVERSIDE		
ITEM # **20.** -- 200 PACKAGES **CONSTRUCTION PAPER - GRAY (1415)**				
BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.36**	PACON	**	
QUILL	**3.17**	RIVERSIDE		
ITEM # **21.** -- 200 PACKAGES **CONSTRUCTION PAPER - GREEN - LIGHT (1425)**				
BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.54**	PACON		
QUILL	**2.21**	TRU RAY	**	
ITEM # **22.** -- 375 PACKAGES **CONSTRUCTION PAPER - ORANGE (1430)**				
BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.50**	PACON	**	
QUILL	**2.86**	RIVERSIDE		
ITEM # **23.** -- 400 PACKAGES **CONSTRUCTION PAPER - PINK (1435)**				
BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.46**	PACON	**	
QUILL	**2.78**	RIVERSIDE		
ITEM # **24.** -- 100 PACKAGES **CONSTRUCTION PAPER - RED (1440)**				
BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.50**	PACON	**	

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	Price	Brand	Selected (**)	Notes
QUILL	**2.79**	RIVERSIDE		

ITEM # **25.** -- 100 PACKAGES
CONSTRUCTION PAPER - TAN (1445)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.35**	PACON	**	
QUILL	**4.15**	TRU RAY		

ITEM # **26.** -- 200 PACKAGES
CONSTRUCTION PAPER - VIOLET-DARK (1455)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.49**	PACON	**	
QUILL	**2.86**	RIVERSIDE		

ITEM # **27.** -- 200 PACKAGES
CONSTRUCTION PAPER - VIOLET-LIGHT (1450)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.36**	PACON	**	

ITEM # **28.** -- 400 PACKAGES
CONSTRUCTION PAPER - YELLOW-BRIGHT (1465)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.45**	PACON	**	
QUILL	**3.74**	TRU RAY		

ITEM # **29.** -- 200 PACKAGES
CONSTRUCTION PAPER - YELLOW-LIGHT (1470)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.40**	PACON	**	
QUILL	**5.07**	TRU RAY		

ITEM # **30.** -- 100 PACKAGES
CONSTRUCTON PAPER - BLUE - DARK (1395)

BUFFALOBUSINE	**6.50**	PACON		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	Price	Brand	Selected (**)	Notes
PYRAMIDSCHOO	**2.49**	PACON	**	
QUILL	**2.50**	RIVERSIDE		

ITEM # **31.** -- 125 PACKAGES
CONSTRUCTON PAPER - BLUE - LIGHT (1400)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.29**	PACON	**	
QUILL	**2.86**	RIVERSIDE		

ITEM # **32.** -- 250 PACKAGES
CONSTRUCTON PAPER - GREEN - BRIGHT(1420)

BUFFALOBUSINE	**6.50**	PACON		
PYRAMIDSCHOO	**2.80**	PACON		
QUILL	**2.78**	PACON	**	

ITEM # **33.** -- 5 CASES
ENVELOPES, WHITE BUSINESS REGULAR (0410)

MIDLANDPAPER	**41.30**	PRINT MASTER	**	CASE COUNT 5
VERITIVOPERATI	**44.60**	SEVILLE		CASE COUNT 5

ITEM # **34.** -- 3 CASES
ENVELOPES, WHITE BUSINESS WINDOW (0412)

MIDLANDPAPER	**47.40**	PRINT MASTER	**	CASE COUNT 5
VERITIVOPERATI	**51.57**	SEVILLE		CASE COUNT 5

ITEM # **35.** -- 150 REAMS - 500 SHEETS/REAM
PAPER, 11" X 17" (1357)

BUFFALOBUSINE	**10.50**	UNIVERSAL		
QUILL	**9.69**	HAMMERMILL		
VERITIVOPERATI	**7.61**	ECONOSOURCE	**	

ITEM # **36.** -- 5 ROLLS
PAPER, BUTCHER - BLACK (1361)

PYRAMIDSCHOO	**47.06**	PACON SPECTRA	**	

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	Price	Brand	Selected (**)	Notes
QUILL	**57.64**	SPECTRA		

ITEM # **37.** -- 8 ROLLS
PAPER, BUTCHER - BROWN (1362)

PYRAMIDSCHOO	**42.95**	PACON SPECTRA	**	
QUILL	**67.00**	SPECTRA		

ITEM # **38.** -- 12 ROLLS
PAPER, BUTCHER - HOLIDAY RED (1375)

PYRAMIDSCHOO	**46.95**	PACON SPECTRA	**	

ITEM # **39.** -- 7 ROLLS
PAPER, BUTCHER - LIGHT BLUE (1365)

PYRAMIDSCHOO	**50.19**	PACON SPECTRA	**	
QUILL	**80.16**	SPECTRA		

ITEM # **40.** -- 4 ROLLS
PAPER, BUTCHER - LIGHT GREEN (1381)

PYRAMIDSCHOO	**52.69**	PACON SPECTRA	**	
QUILL	**87.77**	SPECTRA		

ITEM # **41.** -- 6 ROLLS
PAPER, BUTCHER - PINK (1376)

PYRAMIDSCHOO	**49.95**	PACON SPECTRA	**	
QUILL	**76.88**	SPECTRA		

ITEM # **42.** -- 20 ROLLS
PAPER, BUTCHER - WHITE (1360)

PYRAMIDSCHOO	**41.95**	PACON SPECTRA	**	
QUILL	**60.19**	SPECTRA		

ITEM # **43.** -- 3 ROLLS
PAPER, BUTCHER -ORANGE (1370)

PYRAMIDSCHOO	**50.95**	PACON SPECTRA	**	
QUILL	**76.87**	SPECTRA		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **44.** -- 6 ROLLS **PAPER, BUTCHER-DARK PURPLE (1383)**				
PYRAMIDSCHOO	**50.95**	PACON SPECTRA	**	
QUILL	**72.10**	SPECTRA		
ITEM # **45.** -- 3 ROLLS **PAPER, BUTCHER-EMERALD(DARK GREEN)(1380)**				
PYRAMIDSCHOO	**40.95**	PACON SPECTRA	**	
QUILL	**56.92**	SPECTRA		
ITEM # **46.** -- 10 ROLLS **PAPER, BUTCHER-LIGHT PURPLE (1382)**				
PYRAMIDSCHOO	**50.95**	PACON SPECTRA	**	
ITEM # **47.** -- 30 REAMS **PAPER, GAMMA GREEN (1349)**				
BUFFALOBUSINE	**13.80**	ASTRO BRIGHT		
CONTRACTPAPE	**7.80**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,11,12,13,14,15,48
MIDLANDPAPER	**7.80**	ASTRO BRIGHT	**	
QUILL	**8.87**	ASTRO BRIGHT		
VERITIVOPERATI	**9.99**	GLOTONE		
ITEM # **48.** -- 90 REAMS **PAPER, RE-ENTRY RED (1347)**				
BUFFALOBUSINE	**13.80**	ASTRO BRIGHT		
CONTRACTPAPE	**7.80**	ASTRO BRIGHT		"ALL OR NONE" WITH ITEMS 10,11,12,13,14,15,47
MIDLANDPAPER	**7.80**	ASTRO BRIGHT	**	
QUILL	**8.94**	ASTRO BRIGHT		
VERITIVOPERATI	**9.99**	GLOTONE		
ITEM # **49.** -- 10 CARTON **POSTER BOARD, WHITE (1500)**				
BUFFALOBUSINE	**48.80**	PACON		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PAPER AND PAPER PRODUCTS

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
PYRAMIDSCHOO	**23.00**	PACON	**	
ITEM # **50.** -- 5 PACKAGES **SACKS, WHITE (1798)**				
ITEM # **51.** -- 5 CARTON **WHITE TAG (1510)**				
PYRAMIDSCHOO	**17.95**	PER SPEC	**	
VERITIVOPERATI	**150.05**			VENDOR BID 500 SHEETS PER CARTON INSTEAD OF 100 SHEETS PER CARTON

Lawton Public Schools Purchasing Department

6/18/20 **VENDOR RESPONSE STATUS REPORT**

BATTERIES/TRANSPORTATION DEPARTMENT

Date Released: 5/20/2020 Bid Number:

Bid	ADVANCEAUTO	*ADVANCE AUTO PARTS*
Bid	ROY'SAUTO	*ROY'S AUTO SUPPLY*
No Bid	O'REILLY'S	*O'REILLY AUTO PARTS*
No Response	NAPAAUTOPARTS	*NAPA AUTO PARTS*
No Response	ROBERTSTRUCK	*ROBERTS TRUCK CENTER-ARDMORE*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

BATTERIES/TRANSPORTATION DEPARTMENT

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **1.** -- 1 EACH - 36 MONTH **1000 CCA 12 VOLT BATTERY**				
ADVANCEAUTO	**103.84**	DIEHARD		
ROY'SAUTO	**93.95**	CONTINENTAL	**	
ITEM # **2.** -- 1 EACH - 60 MONTH **800 CCA 12 VOLT BATTERY**				
ADVANCEAUTO	**96.47**	DIEHARD		
ROY'SAUTO	**85.95**	CONTINENTAL	**	

Lawton Public Schools Purchasing Department

6/18/20 **VENDOR RESPONSE STATUS REPORT**

LUBRICANTS

Date Released: 5/20/2020 Bid Number:

Bid	NAPAAUTOPARTS	*NAPA AUTO PARTS*
Bid	O'REILLY'S	*O'REILLY AUTO PARTS*
No Response	ADVANCEAUTO	*ADVANCE AUTO PARTS*
No Response	RELADYNE	*RELADYNE*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

LUBRICANTS

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # **1.** -- 2 DRUMS - 55 GALLON DRUM **ANTI-FREEZE**				
O'REILLY'S	**493.75**	PER SPEC	**	
ITEM # **2.** -- 8 CASE - 1 GAL/6 PER CASE **ANTIFREEZE-COOLANT**				
O'REILLY'S	**58.12**	PER SPEC	**	
ITEM # **3.** -- 10 CASES - 6/1 GAL CONT/CASE **ANTIFREEZE-GALLON**				
O'REILLY'S	**68.75**	SHELL ROTELLA ELC	**	
ITEM # **4.** -- 6 CASE - 12 1 QT CONT/CASE **MULTIGRADE SAE 10W30 OIL**				
NAPAAUTOPART	**77.88**	PER SPEC		
O'REILLY'S	**50.11**	PER SPEC	**	
ITEM # **5.** -- 12 CASES - 12 1 QT CONT/CASE **MULTIGRADE SAE 5W20 OIL**				
NAPAAUTOPART	**89.88**	PER SPEC		
O'REILLY'S	**53.70**	PER SPEC	**	
ITEM # **6.** -- 20 CASE - 12 1 QT CONT/CASE **MULTIGRADE SAE 5W30 OIL**				
NAPAAUTOPART	**89.88**	PER SPEC		
O'REILLY'S	**50.68**	PER SPEC	**	
ITEM # **7.** -- 3 DRUMS **WINDSHIELD WASHER FLUID**				
NAPAAUTOPART	**234.99**	RAIN X		
O'REILLY'S	**84.99**	OLD WORLD	**	

Lawton Public Schools Purchasing Department

5/20/20 **VENDOR RESPONSE STATUS REPORT**

OIL FILTERS

Date Released: 5/20/2020 Bid Number:

Bid	KARLKLEMENT	*KARL KLEMENT FORD*
Bid	NAPAAUTOPARTS	*NAPA AUTO PARTS*
Bid	O'REILLY'S	*O'REILLY AUTO PARTS*
Bid	SUMMITTRUCK	*SUMMIT TRUCK GROUP*
No Response	ROY'SAUTO	*ROY'S AUTO SUPPLY*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

OIL FILTERS

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # 1. -- 2 CASE - 6 PER CASE **FLEETGUARD FF5632 FUEL FILTER**				
KARLKLEMENT	**66.12**	PER SPEC	**	CASE COUNT 6
NAPAAUTOPART	**88.98**	PER SPEC		CASE COUNT 6
SUMMITTRUCK	**66.12**	PER SPEC		CASE COUNT 6
ITEM # 2. -- 14 CASE - 6 PER CASE **FLEETGUARD FF63009 FUEL FILTER**				
KARLKLEMENT	**103.88**	PER SPEC	**	CASE COUNT 6
NAPAAUTOPART	**228.78**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**258.60**	PER SPEC		CASE COUNT 6
ITEM # 3. -- 6 CASE - 6 PER CASE **FLEETGUARD FS1098**				
KARLKLEMENT	**170.52**	PER SPEC	**	CASE COUNT 6
NAPAAUTOPART	**358.08**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**299.34**	PER SPEC		CASE COUNT 6
ITEM # 4. -- 1 CASE - 6 PER CASE **FLEETGUARD FS19532 WATER/FUEL FILTER**				
KARLKLEMENT	**114.66**	PER SPEC	**	CASE COUNT 6
NAPAAUTOPART	**154.32**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**114.66**	PER SPEC		CASE COUNT 6
ITEM # 5. -- 2 CASE - 6 PER CASE **FLEETGUARD FS19798 FUEL FILTER**				
KARLKLEMENT	**129.90**	PER SPEC	**	CASE COUNT 6
NAPAAUTOPART	**176.64**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**131.22**	PER SPEC		CASE COUNT 6
ITEM # 6. -- 2 CASE - 12 PER CASE **FLEETGUARD HF35296 TRANSMISSION FILTER**				
KARLKLEMENT	**124.80**	PER SPEC		CASE COUNT 12
NAPAAUTOPART	**167.88**	PER SPEC		CASE COUNT NOT GIVEN

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

OIL FILTERS

Item/Bidder	Price	Brand	Selected (**)	Notes
SUMMITTRUCK	**124.68**	PER SPEC	**	CASE COUNT 12

ITEM # **7.** -- 12 CASE - 12 PER CASE
FLEETGUARD LF3970 OIL FILTERS

KARLKLEMENT	**81.84**	PER SPEC	**	CASE COUNT 12
NAPAAUTOPART	**110.04**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**81.84**	PER SPEC		CASE COUNT 12

ITEM # **8.** -- 1 CASE
FLEETGUARD LF9009 OIL FILTERS

KARLKLEMENT	**134.58**	PER SPEC	**	CASE COUNT 6
NAPAAUTOPART	**362.28**	PER SPEC		CASE COUNT 1
SUMMITTRUCK	**134.58**	PER SPEC		CASE COUNT 6

ITEM # **9.** -- 6 EACH
MOTORCRAFT FA1632 AIR FILTER

KARLKLEMENT	**13.88**	PER SPEC	**	
NAPAAUTOPART	**19.95**	PER SPEC		
SUMMITTRUCK	**28.74**	PER SPEC		

ITEM # **10.** -- 10 CASE - 1 PER CASE
MOTORCRAFT FA1923 AIR FILTER

KARLKLEMENT	**13.88**	PER SPEC	**	
NAPAAUTOPART	**19.95**	PER SPEC		
SUMMITTRUCK	**19.99**	PER SPEC		

ITEM # **11.** -- 1 CASE - 12 PER CASE
MOTORCRAFT FL2051S OIL FILTER

KARLKLEMENT	**185.04**	PER SPEC	**	CASE COUNT 12
NAPAAUTOPART	**263.40**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**239.88**	PER SPEC		CASE COUNT 12

ITEM # **12.** -- 1 CASE - 12 PER CASE
MOTORCRAFT FL500S OIL FILTER

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

OIL FILTERS

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
KARLKLEMENT	**60.60**	PER SPEC	**	CASE COUNT 12
NAPAAUTOPART	**89.88**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**89.99**	PER SPEC		CASE COUNT 12

ITEM # **13.** -- 3 CASE - 12 PER CASE
MOTORCRAFT FL820S OIL FILTER

KARLKLEMENT	**49.08**	PER SPEC	**	CASE COUNT 12
NAPAAUTOPART	**69.00**	PER SPEC		CASE COUNT NOT GIVEN
SUMMITTRUCK	**87.00**	PER SPEC		CASE COUNT 12

ITEM # **14.** -- 10 EACH
WIX 49519 AIR FILTER

KARLKLEMENT	**31.64**	FLEETGUARD	**	CASE COUNT 1
NAPAAUTOPART	**39.67**	NAPA WIX		
O'REILLY'S	**36.06**	WIX		
SUMMITTRUCK	**66.40**	WIX		

ITEM # **15.** -- 2 CASE - 1 PER CASE
WIX WA10043 AIR FILTER

KARLKLEMENT	**82.47**	FLEETGUARD		CASE COUNT 1
NAPAAUTOPART	**79.23**	NAPA WIX		CASE COUNT NOT GIVEN
O'REILLY'S	**72.03**	WIX	**	CASE COUNT 1
SUMMITTRUCK	**138.77**	WIX		

ITEM # **16.** -- 3 CASE - 1 PER CASE
WIX WA10044 AIR FILTER

KARLKLEMENT	**39.21**	FLEETGUARD	**	CASE COUNT 1
NAPAAUTOPART	**50.25**	NAPA WIX		CASE COUNT NOT GIVEN
O'REILLY'S	**45.68**	WIX		CASE COUNT 1
SUMMITTRUCK	**88.13**	WIX		

Lawton Public Schools Purchasing Department

6/18/20 **VENDOR RESPONSE STATUS REPORT**

CLEANING/JANITORIAL SUPPLIES

Date Released: 5/19/2020 Bid Number:

Bid	EMPIREPAPE	*EMPIRE PAPER*
Bid	SWCHEMICAL	*SW CHEMICAL*
Bid	SWPLUS	*SW PLUS*
Bid	UNIPAK COR	*UNIPAK CORP.*
Bid	WAGNERSUPPL	*WAGNER SUPPLY COMPANY*
No Response	CLASSICPAPER	*CLASSIC PAPER SUPPLY*
No Response	DAVECOINDU	*DAVECO INDUSTRIAL INC.*
No Response	DUNCANJANIT	*DUNCAN JANITORIAL & INDUSTRIAL SUPPIY INC*
No Response	SOUTHERNPLAINS	*SOUTHERN PLAINS WHOLESALE*
No Response	VERITIVOPERATIN	*VERITIV OPERATING COMPANY*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **1.** -- 1 CASE - 100 PER CASE **BOTTLE (PLASTIC)**				
EMPIREPAPE	**79.00**	JANCO		
SWPLUS	**62.00**	IMPACT		
WAGNERSUPPL	**46.08**	IMPACT	**	VENDOR BID 96 PER CASE INSTEADE OF 100 PER CASE AS SPECIFIED
ITEM # **2.** -- 40 CASE **BUFFER PAD (3-M) (JACKEROO) 20" NATURAL**				
EMPIREPAPE	**40.36**	PER SPEC	**	
ITEM # **3.** -- 10 CASE - 5 PER CASE **BUFFER PADS (3-M) 20" TAN**				
EMPIREPAPE	**34.22**	3M		
SWPLUS	**12.60**	SW PLUS	**	
WAGNERSUPPL	**17.00**	AMERICO		
ITEM # **4.** -- 75 CASE - 5 PER CASE **BUFFER PADS (3-M) 20" WHITE**				
EMPIREPAPE	**37.31**	3M		
SWPLUS	**12.36**	SW PLUS	**	
WAGNERSUPPL	**17.00**	AMERICO		
ITEM # **5.** -- 48 CASE - 1 GAL/4 PER CASE **CARPET CLEANER/SPOTTER**				
EMPIREPAPE	**20.70**	SPARTAN	**	
SWCHEMICAL	**25.95**	SPARTAN		
SWPLUS	**31.56**	BRIGHT SOLUTIONS		
ITEM # **6.** -- 48 CASES - 1 GAL/4 PER CASE **CARPET EXTRACTION CLEANER**				
EMPIREPAPE	**35.04**	SPARTAN		
SWCHEMICAL	**41.00**	SPARTAN		
SWPLUS	**31.56**	BRIGHT SOLUTIONS	**	

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **7.** -- 144 EACH - 5 GAL PAIL **CLEANER FLOOR, NEUTRAL**				
EMPIREPAPE	**23.28**	SPARTAN	**	
SWCHEMICAL	**26.95**	SPARTAN		
SWPLUS	**34.29**	BRIGHT SOLUTIONS		
ITEM # **8.** -- 3 CASE - 24 PER CASE **CLEANER (AJAX BLEACH CLEANSER)**				
EMPIREPAPE	**24.68**	PER SPEC		
SWPLUS	**24.12**	PER SPEC	**	
WAGNERSUPPL	**24.97**	PER SPEC		
ITEM # **9.** -- 144 EACH - 5 GAL. BUCKET **CLEANER DISINFECTANT**				
EMPIREPAPE	**29.30**	PER SPEC	**	
SWCHEMICAL	**32.50**	PER SPEC		
ITEM # **10.** -- 108 EACH - 5 GAL PAIL **CLEANER FLOOR, LAVENDER**				
EMPIREPAPE	**27.45**	PER SPEC	**	
SWCHEMICAL	**32.00**	PER SPEC		
ITEM # **11.** -- 130 CASE - 12 PER CASE **CLEANER GLASS**				
EMPIREPAPE	**19.41**	SPARTAN		
SWCHEMICAL	**24.80**	SPARTAN		
SWPLUS	**17.06**	BRIGHT SOLUTIONS	**	
WAGNERSUPPL	**41.17**	WINDEX		
ITEM # **12.** -- 250 CASE - 12 PER CASE/1 QUA **CLEANER NON-ACID BOWL CLEANER**				
EMPIREPAPE	**20.60**	PER SPEC	**	
SWCHEMICAL	**23.50**	PER SPEC		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **13.** -- 30 CASE - 20 OZ **CLEANER/POLISH-STAINLESS STEEL**				
EMPIREPAPE	**40.88**	AFFEX		CASE COUNT 12
SWCHEMICAL	**45.90**	SPARTAN		CASE COUNT 12
SWPLUS	**48.00**	SW PLUS		CASE COUNT 12
WAGNERSUPPL	**26.52**	PRO SERIES	**	CASE COUNT 12 VENDOR BID 14OZ INSTEAD OF 20OZ AS SPECIFIED
ITEM # **14.** -- 108 EACH - 5 GAL PAIL **CONSUME ECO-LYZER 5 GAL PAIL**				
EMPIREPAPE	**47.07**	PER SPEC	**	
SWCHEMICAL	**51.00**	PER SPEC		
ITEM # **15.** -- 147 CASE - 4 PER CASE/1 GAL **DISINFECTANT PINE OIL**				
EMPIREPAPE	**30.54**	SPARTAN	**	
SWCHEMICAL	**32.75**	SPARTAN		
SWPLUS	**27.54**	BRIGHT SOLUTIONS		SEE ATTACHED LETTER
ITEM # **16.** -- 200 CASES - 12 PER CASE **DISINFECTANT SPRAY**				
EMPIREPAPE	**32.59**	SPARTAN		
SWPLUS	**37.07**	CLAIRE		
WAGNERSUPPL	**23.80**	PRO SERIES	**	
ITEM # **17.** -- 3 CASES - 12 PER CASE **DUST PAN (PLASTIC)**				
EMPIREPAPE	**85.07**	IMPACT		
SWPLUS	**43.73**	NETCARE	**	
WAGNERSUPPL	**85.27**	NATIONAL PAPER		
ITEM # **18.** -- 120 PAIR **GLOVES (LATEX) - (LARGE)**				
EMPIREPAPE	**0.63**	MCR SAFETY		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
SWPLUS	**0.47**	SAFETY ZONE	**	

ITEM # **19.** -- 120 PAIR
GLOVES (LATEX) - (XLARGE)

EMPIREPAPE	**0.72**	MCR SAFETY		
SWPLUS	**0.47**	SAFETY ZONE	**	

ITEM # **20.** -- 5 CASE - 12 PER CASE
GRAFFITI REMOVER

EMPIREPAPE	**59.28**	SPARTAN		
SWCHEMICAL	**68.00**	SPARTAN		
SWPLUS	**53.52**	BRIGHT SOLUTIONS	**	

ITEM # **21.** -- 10 CASE - 500 BAGS PER CASE
LINERS-SANITARY NAPKIN RECEPTACLE

EMPIREPAPE	**16.96**	HOSPECO		VENDOR BID 7.5"X10"X3" INSTEAD OF 7.5"X10.25"X3.5" AS SPECIFIED CASE COUNT 500
SWPLUS	**15.60**	HOSPECO		CASE COUNT 500 IND SIZE 7.5X3.5X10.25
WAGNERSUPPL	**14.14**	HOSPECO	**	CASE COUNT 500 IND SIZE 7.5X10.25X3.5

ITEM # **22.** -- 3 CASE - 100 PER CASE
MOP (BOWL)

EMPIREPAPE	**68.00**	SPARTAN		
SWPLUS	**68.00**	IMPACT		
WAGNERSUPPL	**54.11**	NATIONAL PAPER	**	

ITEM # **23.** -- 108 EACH
MOP (WET MOP) WOOD HANDLES

EMPIREPAPE	**10.37**	O'DELL		
SWPLUS	**5.61**	NETCARE	**	
WAGNERSUPPL	**6.48**	NATIONAL PAPER		

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # **24.** -- 35 EACH **MOP BUCKET W/WRINGER COMBO**				
EMPIREPAPE	**122.68**	PER SPEC		
SWPLUS	**142.32**	PER SPEC		
WAGNERSUPPL	**95.54**	PER SPEC	**	
ITEM # **25.** -- 10 CASE - 12 PER CASE **MOPHEAD (EX LRG 32 OZ RAYON LOOPED CLAMP)**				
EMPIREPAPE	**85.92**	G4		SEE ATTACHED LETTER
SWPLUS	**61.20**	O'DELL		SEE ATTACHED LETTER
ITEM # **26.** -- 50 EACH **PUMPS WITH MEASUREMENT FOR 5 GAL PAIL**				
ITEM # **27.** -- 30 EACH **RECEPTACLE-SANITARY NAPKIN**				
EMPIREPAPE	**35.60**	HOSPECO		
SWPLUS	**18.31**	HOSPECO	**	
WAGNERSUPPL	**31.69**	IMPACT		
ITEM # **28.** -- 35 BOX - 20/BOX **SCRUB PADS**				
EMPIREPAPE	**5.71**	AFFEX		
SWPLUS	**4.78**	SW PLUS	**	
WAGNERSUPPL	**19.31**	AMERICO		VENDOR BID 10 PER BOX INSTEAD OF 20 PER BOX AS SPECIFIED. MUST ORDER 70 BOXES INSTEAD OF 35 BOXES
ITEM # **29.** -- 500 EACH **SPONGE (SCRUBBER)**				
EMPIREPAPE	**0.669**	BOARDWALK	**	SOLD IN CASE OF 20 PER CASE. MUST ORDER 25 CASES
SWPLUS	**0.71**	SW PLUS		
WAGNERSUPPL	**0.83**	AMERICO		SOLD IN MULTIPLES OF 5. MUST ORDER 100

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
ITEM # **30.** -- 700 CASE - 96 ROLLS/CASE **TISSUE (BATHROOM)**				
EMPIREPAPE	**34.33**	SCA-ESSITY		VENDOR BID 4X4 INSTEAD OF 4.5X 4.5 AS SPECIFIED CASE COUNT 96 SEE ATTACHED LETTER-NOT TO SPEC
SWPLUS	**45.29**	VONDRELLE	**	CASE COUNT 96 IND SIZE 4.5X4.5
ITEM # **31.** -- 300 CASE **TISSUE (BATHROOM)-JR JUMBO ROLL**				
EMPIREPAPE	**24.61**	SCA-ESSITY		VENDOR BID 3"X1000' INSTEAD OF 3.55"X 1000' AS SPECIFIED CASE COUNT 12
SWPLUS	**21.54**	US	**	CASE COUNT 12 IND SIZE 1000'
WAGNERSUPPL	**31.53**	VONDREHLE		CASE COUNT 12 IND SIZE UNKNOWN
ITEM # **32.** -- 60 EACH **TOWEL CABINET (ROLL)**				
ITEM # **33.** -- 4 CASE - 6 PER CASE **TOWEL CABINET (SINGLE FOLD)**				
ITEM # **34.** -- 1200 CASE - 6 ROLLS/CASE **TOWELS (ROLL)**				
EMPIREPAPE	**19.46**	SCA-ESSITY	**	
SWPLUS	**19.50**	US		
WAGNERSUPPL	**30.22**	GP		
ITEM # **35.** -- 2100 CASE - 16/250 PKS 4000/ **TOWELS (BROWN-SINGLE FOLD)**				
EMPIREPAPE	**16.02**	SCA-ESSITY	**	
SWPLUS	**23.80**	VONDRELLE		
WAGNERSUPPL	**23.27**	GP		
ITEM # **36.** -- 10 EACH **TRASH CAN (44 GAL)**				

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes
EMPIREPAPE	**35.47**	RUBBERMAID		
SWPLUS	**25.96**	CARLISLE	**	
WAGNERSUPPL	**30.40**	IMPACT		
ITEM # **37.** -- 20 EACH **TRASH CAN DOLLY**				
EMPIREPAPE	**32.43**	RUBBERMAID		
SWPLUS	**24.09**	IMPACT	**	
WAGNERSUPPL	**27.08**	IMPACT		
ITEM # **38.** -- 200 CASE - 1000 PER CASE **TRASH LINERS, 24" X 33"**				
EMPIREPAPE	**26.45**	HERITAGE		
SWPLUS	**18.06**	IPS		
UNIPAK COR	**14.90**	UPC	**	SIZE 8 MICRONS
WAGNERSUPPL	**30.52**	BERRY		
ITEM # **39.** -- 800 CASE - 250 PER CASE **TRASH LINERS, 40" X 48"**				
EMPIREPAPE	**28.49**	HERITAGE		
SWPLUS	**20.95**	IPS		
UNIPAK COR	**16.90**	UPC	**	
WAGNERSUPPL	**34.41**	BERRY		
ITEM # **40.** -- 20 CASE - 72 PER CASE **URINAL SCREENS**				
EMPIREPAPE	**127.34**	PER SPEC		
SWPLUS	**90.00**	PER SPEC	**	VENDOR BID 60 PER CASE INSTEAD OF 72 PER CASE AS SPECIFIED. MUST ORDER 24 CASES TO GET QUANTITY REQUESTED
WAGNERSUPPL	**93.38**	PER SPEC		VENDOR BID 60 PER CASE INSTEAD OF 72 PER CASE AS SPECIFIED. MUST ORDER 24 CASES TO GET QUANTITY REQUESTED

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

CLEANING/JANITORIAL SUPPLIES

Item/Bidder	Price	Brand	Selected (**)	Notes

June 8, 2020

To: Purchasing Agent

Request permission to award item #30 Tissue (Bathroom) to second lowest bidder (SWPlus). Empire Paper bid 4x4 instead of 4.5x4.5 as specified.

Request permission to reject item #25 from the Cleaning/Janitorial Supplies bid. Due to an excessive quantity of mopheads in stock. There is no need to order more at this time.

Request permission to award item #15 Disinfectant Pine oil to second lowest bidder (Empire Paper). Empire Paper disinfectant pine oil have a better fragrance.

Jose Guadarrama

Custodial Facilities Supervisor

J. Guadarrama

Lawton Public Schools Purchasing Department

6/11/20 **VENDOR RESPONSE STATUS REPORT** Page: 1

PARKING LOT

Date Released 6/11/2020 Bid Number:

Bid	HGJENKINSCONC	*H G JENKINS CONSTRUCTION CO INC*
Bid	T & G CONS	*T & G CONSTRUCTION INC.*
No Response	APACOFOKLAHO	*APAC OF OKLAHOMA INC*
No Response	DUNCANPAVING	*DUNCAN PAVING*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

PARKING LOT

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # 1. -- 1 LOT				
PARKING LOT - TRANSPORTATION - ASPHALT				
**HGJENKINSCON(**	**365,000.0000**	PER SPEC	**	
T & G CONS	**497,350.0000**	PER SPEC		
ITEM # 2. -- 1 LOT				
PARKING LOT - TRANSPORTATION - CONCRETE				
T & G CONS	**1,049,880.0000**	PER SPEC		

Lawton Public Schools Purchasing Department

6/17/20 **VENDOR RESPONSE STATUS REPORT** Page: 1

WASTE DISPOSAL SERVICES

Date Released: 6/17/2020 Bid Number:

Bid	GILLSCONTAINERS	*GILLS CONTAINER SERVICE INC*
Bid	WASTE CONNECT	*WASTE CONNECTIONS*
Bid	WASTESOLUTIONS	*WASTESOLUTIONS LLC*
No Response	CITYOFLAWTON	*CITY OF LAWTON UTILITY COLLECTION*
No Response	HORNSANITATION	*HORN SANITATION INC*
No Response	IESI	*IESI*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

WASTE DISPOSAL SERVICES

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **1.** -- 40056 CUBIC YARD				
WASTE DISPOSAL SERVICES/SCHEDULED PICKUPS (FY21)				
GILLSCONTAINEI	**2.00**	PER SPEC		
WASTE CONNEC	**4.00**	PER SPEC		
WASTESOLUTIOI	**1.75**	PER SPEC	**	
ITEM # **2.** -- 1 CUBIC YARD				
WASTE DISPOSAL SERVICES/SPECIALS (FY21)				
GILLSCONTAINEI	**2.40**	PER SPEC		
WASTE CONNEC	**4.00**	PER SPEC		
WASTESOLUTIOI	**1.80**	PER SPEC	**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 11 GENERAL FUNDS						
PROJECT 101 ADMINISTRATIVE SERVICES						
SITE 350 SUPERINTENDENT_KEVIN HIME						
2	SOLE SOURCE/HICKORY HIGH BACK EXECUTIVE CHAIR/BLACK LEATHER	06/03/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-11-101-52321-651-000-0000-000-350	1,184.00	20005060
1	SHIPPING	06/03/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-11-101-52321-651-000-0000-000-350	42.50	20005060
			SITE Total 350 SUPERINTENDENT_KEVIN HIME		**1,226.50**	
			PROJECT Total 101 ADMINISTRATIVE SERVICES		**1,226.50**	
PROJECT 103 BUSINESS SERVICES						
SITE 353 BUSINESS OFFICE_LANCE GIBBS						
2	HON BRIGADE 600 3 DRAWER LATERAL FILE CABINET	05/27/20	STAPLES BUSINESS ADVANTAGE	0-11-103-52511-651-000-0000-000-353	1,066.58	20005044
			SITE Total 353 BUSINESS OFFICE_LANCE		**1,066.58**	
SITE 370 HUMAN RESOURCES_CHIEF OPER OFFICER_JASON JAMES						
2	SOLE SOURCE/HICKORY HIGH BACK EXECUTIVE CHAIR/BLACK LEATHER	06/03/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-11-103-52572-651-000-0000-000-370	1,184.00	20005060
1	SHIPPING	06/03/20	MERRIFIELD OFFICE & SCHOOL SUPPLY CORP	0-11-103-52572-651-000-0000-000-370	42.50	20005060
			SITE Total 370 HUMAN RESOURCES_CHIEF		**1,226.50**	
			PROJECT Total 103 BUSINESS SERVICES		**2,293.08**	
PROJECT 107 MEDIA/TECHNOLOGY SERVCIES						
SITE 399 TECHNOLOGY SERVICES_AJ WATSON						
2	APPLE TV	06/10/20	APPLE INC	0-11-107-52520-652-000-0000-000-399	398.00	20005085
1	IPAD MINI	06/10/20	APPLE INC	0-11-107-52520-653-000-0000-000-399	529.00	20005085
2	IPAD	06/10/20	APPLE INC	0-11-107-52520-653-000-0000-000-399	798.00	20005085
			SITE Total 399 TECHNOLOGY SERVICES_AJ		**1,725.00**	
			PROJECT Total 107 MEDIA/TECHNOLOGY		**1,725.00**	
PROJECT 108 MAINTENANCE SERVICES						
SITE 378 GROUNDS						
1	GROUNDS/LABOR & MATLS TO MOUNT TIRE	05/27/20	T & W TIRE	0-11-108-52650-439-000-0000-000-378	114.90	20005022

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	GROUNDS/LABOR & MATLS TO MOUNT TIRE	05/27/20	T & W TIRE	0-11-108-52650-439-000-0000-000-378	105.90	20005022
1	GROUNDS/SAFETY GLASSES AND VESTS PER ATTACHED	06/03/20	DAVECO INDUSTRIAL INC.	0-11-108-52630-616-000-0000-000-378	210.12	20005049
2	GROUNDS/WEEDEATERS	06/11/20	C & E LAWN EQUIPMENT	0-11-108-52630-618-000-0000-000-378	799.98	20005063
			SITE Total 378 GROUNDS		**1,230.90**	
SITE 380 MAINTENANCE_JACK HANNA						
3	MAINT/OIL	06/11/20	C & E LAWN EQUIPMENT	0-11-108-52630-618-000-0000-000-380	38.97	20005065
1	MAINT/WEEDEATER STRING	06/11/20	C & E LAWN EQUIPMENT	0-11-108-52630-618-000-0000-000-380	61.99	20005065
1	OFFICE SUPPLIES PER ATTACHED	06/11/20	STAPLES	0-11-108-52620-619-000-0000-000-380	209.52	20005066
1	WHITTER/LIGHT FOR PARKING LOT	06/11/20	HUNZICKER BROTHERS INC	0-11-108-52630-618-000-0000-000-380	558.52	20005067
1	MAINT BREAKROOM/REFRIGERATOR	06/11/20	RAINS APPLIANCE CENTER	0-11-108-52620-651-000-0000-000-380	650.00	20005074
			SITE Total 380 MAINTENANCE_JACK HANNA		**1,519.00**	
			PROJECT Total 108 MAINTENANCE SERVICES		**2,749.90**	
PROJECT 109 TRANSPORTATION SERVICES						
SITE 381 TRANSPORTATION_JAY HUNT						
1	SOLE SOURCE/LABOR & MATLS TO REPAIR BUS 625	05/22/20	WEBER'S DIESEL	0-11-109-52740-439-000-0000-000-381	1,310.05	20005038
5	HONEYWELL COLORED KEY TAGS	06/15/20	STAPLES BUSINESS ADVANTAGE	0-11-109-52740-619-000-0000-000-381	21.00	20005112
1	BARSKA 400 KEY CABINET/GRAY	06/15/20	STAPLES BUSINESS ADVANTAGE	0-11-109-52740-651-000-0000-000-381	313.99	20005112
2	PORTACOOL HARD WATER TREATMENT	06/15/20	O'REILLY AUTO PARTS	0-11-109-52740-612-000-0000-000-381	40.00	20005125
			SITE Total 381 TRANSPORTATION_JAY HUNT		**1,685.04**	
			PROJECT Total 109 TRANSPORTATION		**1,685.04**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 112 COVID-19						
SITE 356 ATHLETICS_GARY DEES						
40	MOBI CONTACTLESS THERMOMETER	06/03/20	CINTAS FIRST AID AND SAFETY	0-11-112-52199-616-819-0000-000-356	3,160.00	20005058
			SITE Total 356 ATHLETICS_GARY DEES		**3,160.00**	
SITE 380 MAINTENANCE_JACK HANNA						
200	EMERGENCY/HAND SANITIZER	06/02/20	SOUTHWEST CHEMICAL CO INC	0-11-112-52620-616-000-0000-000-380	9,000.00	20005050
			SITE Total 380 MAINTENANCE_JACK HANNA		**9,000.00**	
			PROJECT Total 112 COVID-19		**12,160.00**	
PROJECT 138 CHILD NUTRITION						
SITE 392 CHILD NUTRITION_DANIEL GRAYHEBB						
2	SOLE SOURCE/RENTAL OF TRAILERS FOR STORAGE OF FROZEN COMMODITIES/MAY 26-AUGUST 1, 2020	05/27/20	W&B SERVICE COMPANY	0-11-138-53190-446-700-0000-000-392	7,000.00	20005040
1	DELIVERY FEE	05/27/20	W&B SERVICE COMPANY	0-11-138-53190-446-700-0000-000-392	800.00	20005040
			SITE Total 392 CHILD NUTRITION_DANIEL		**7,800.00**	
			PROJECT Total 138 CHILD NUTRITION		**7,800.00**	
PROJECT 412 VOCATIONAL PROGRAMS ASSISTANCE GRANTS						
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	REG/PLTW DESIGN AND MODELING/VIRTUAL WORKSHOP/JUNE 22-JUNE 26, 2020/LARRY WAYMAN	06/10/20	PROJECT LEAD THE WAY INC	0-11-412-52213-860-315-8700-000-545	1,200.00	20005081
1	REG/PLTW MEDICAL DETECTIVES/VIRTUAL WORKSHOP/JUNE 29-JULY 3, 2020/LARRY WAYMAN	06/10/20	PROJECT LEAD THE WAY INC	0-11-412-52213-860-315-8700-000-545	1,200.00	20005082
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**2,400.00**	
			PROJECT Total 412 VOCATIONAL PROGRAMS		**2,400.00**	
PROJECT 777 DOD/MCASP MIDDLE SCHOOL						
SITE 530 MACARTHUR MIDDLE SCHOOL						
1	EMERGENCY/EBOOKS FOR MMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-530	10,017.40	20005118
1	EBOOKS FOR MMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-530	4,288.20	20005119
1	INSTRUCTIONAL EBOOKS PER ATTACHED	06/11/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-530	7,499.48	20005121

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL BOOKS	06/18/20	BARNES & NOBLE	0-11-777-51000-641-100-1132-000-530	2,250.00	20005126
1	INSTRUCTIONAL SUPPLIES	06/18/20	STAPLES	0-11-777-51000-681-100-1132-000-530	750.00	20005131
			SITE Total 530 MACARTHUR MIDDLE SCHOOL		**24,805.08**	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	EMERGENCY/EBOOKS FOR CMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-535	10,959.59	20005116
1	EMERGENCY/EBOOKS FOR CMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-535	10,017.40	20005117
1	INSTRUCTIONAL EBOOKS PER ATTACHED	06/11/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-535	7,499.48	20005122
1	INSTRUCTIONAL BOOKS	06/18/20	BARNES & NOBLE	0-11-777-51000-641-100-1132-000-535	2,250.00	20005128
1	INSTRUCTIONAL SUPPLIES	06/18/20	STAPLES	0-11-777-51000-681-100-1132-000-535	750.00	20005130
			SITE Total 535 CENTRAL MIDDLE SCHOOL		**31,476.47**	
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	EMERGENCY/EBOOKS FOR TMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-540	10,017.40	20005114
1	EMERGENCY/EBOOKS FOR TMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-540	9,999.57	20005115
1	INSTRUCTIONAL EBOOKS PER ATTACHED	06/11/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-540	7,499.48	20005120
1	INSTRUCTIONAL BOOKS	06/18/20	BARNES & NOBLE	0-11-777-51000-641-100-1132-000-540	2,250.00	20005127
1	INSTRUCTIONAL SUPPLIES	06/18/20	STAPLES	0-11-777-51000-681-100-1132-000-540	750.00	20005132
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**30,516.45**	
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	EMERGENCY/EBOOKS FOR EMS LIBRARY PER ATTACHED	06/11/20	FOLLETT SCHOOL SOLUTIONS INC	0-11-777-52220-641-000-0000-000-545	10,017.40	20005113

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	INSTRUCTIONAL EBOOKS PER ATTACHED	06/11/20	AMERICAN BOOK COMPANY	0-11-777-51000-641-100-1132-000-545	7,499.48	20005123
1	INSTRUCTIONAL BOOKS	06/18/20	BARNES & NOBLE	0-11-777-51000-641-100-1132-000-545	2,250.00	20005129
1	INSTRUCTIONAL SUPPLIES	06/18/20	STAPLES	0-11-777-51000-681-100-1132-000-545	750.00	20005133
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**20,516.88**	
			PROJECT Total 777 DOD/MCASP MIDDLE		**107,314.88**	
			FUND Total 11 GENERAL FUNDS		**139,354.40**	
FUND 21 BUILDING FUND **PROJECT 108 MAINTENANCE SERVICES** **SITE 380 MAINTENANCE_JACK HANNA**						
1	MAINT/BEARING S FOR VACUUMS	06/03/20	LAWTON BEARING SUPPLY INC	0-21-108-52620-618-000-0000-000-380	81.70	20005046
1	BROCKLAND/WASHINGTON/CROSBY PARK/PAINT AND SUPPLIES PER ATTACHED	06/03/20	SHERWIN-WILLIAMS PAINT CO.	0-21-108-52620-618-000-0000-000-380	819.69	20005048
1	CARRIAGE HILLS/PAINT SUPPLIES FOR SAFEROOM	05/27/20	SHERWIN-WILLIAMS PAINT CO.	0-21-108-52620-618-000-0000-000-380	510.43	20005023
1	CARRIAGE HILLS/PAINT SUPPLIES FOR SAFEROOM	05/27/20	SHERWIN-WILLIAMS PAINT CO.	0-21-108-52620-618-000-0000-000-380	314.79	20005025
2	CARRIAGE HILLS/QUOTES/3 TON A/C UNIT	05/27/20	WINSUPPLY LAWTON	0-21-108-52620-651-000-0000-000-380	2,456.00	20005027
48	CUSTODIAL/DOODLE BUG PADS	06/02/20	SOUTHWEST CHEMICAL CO INC	0-21-108-52620-618-000-0000-000-380	93.60	20005041
1	LEARNING TREE/PARTS FOR SCRUBBER PER ATTACHED	06/03/20	WAGNER SUPPLY CO INC	0-21-108-52620-618-000-0000-000-380	117.24	20005051
10	TMS/SQUEEGEE BLADES	06/03/20	WAGNER SUPPLY CO INC	0-21-108-52620-618-000-0000-000-380	57.90	20005051
1	SHIPPING	06/03/20	WAGNER SUPPLY CO INC	0-21-108-52620-618-000-0000-000-380	10.00	20005051
4	CARPENTER P/U #173/LABOR & MATLS TO MOUNT TIRES	06/03/20	T & W TIRE	0-21-108-52650-439-000-0000-000-380	640.00	20005045

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	FD SVC WAREHOUSE/PARTS AND MATLS TO INSTALL HANDRAILS PER ATTACHED	06/03/20	ALBRIGHT STEEL INC	0-21-108-52620-618-000-0000-000-380	651.06	20005057
1	WHITTIER/ADAMS/MHS/PAINT & SUPPLIES PER ATTACHED	06/10/20	SHERWIN-WILLIAMS PAINT CO.	0-21-108-52620-618-000-0000-000-380	1,586.79	20005061
1	ENGINEERS/BATTERY FOR BACKHOE	06/11/20	O'REILLY AUTO PARTS	0-21-108-52650-612-000-0000-000-380	111.20	20005069
1	PAT HENRY/PARTS FOR HOT WATER HEATER PER ATTACHED	06/11/20	WINSUPPLY LAWTON	0-21-108-52620-618-000-0000-000-380	305.24	20005071
1	CARRIAGE HILLS/PAINT AND SUPPLIES PER ATTACHED	06/11/20	SHERWIN-WILLIAMS PAINT CO.	0-21-108-52620-618-000-0000-000-380	381.33	20005078
1	SULLIVAN VILLAGE/PARTS FOR SEWER CLEAN OUT PER ATTACHED	06/11/20	WINSUPPLY LAWTON	0-21-108-52620-618-000-0000-000-380	24.58	20005080
1	FFA/PARTS FOR WATER LEAK ON WATERERS PER ATTACHED	06/11/20	WINSUPPLY LAWTON	0-21-108-52620-618-000-0000-000-380	155.39	20005080
1	MAINT VAN 163/REPAIR PARTS PER ATTACHED	06/17/20	O'REILLY AUTO PARTS	0-21-108-52650-612-000-0000-000-380	520.95	20005076
1	FREEDOM/T5 LAMPS	06/17/20	HUNZICKER BROTHERS INC	0-21-108-52620-618-000-0000-000-380	375.78	20005097
60	LHS/BULBS	06/17/20	HUNZICKER BROTHERS INC	0-21-108-52620-618-000-0000-000-380	212.52	20005107
1	WASHINGTON/RENTAL OF SCISSOR LIFT FOR 2 DAYS/INSTALLING GYM LIGHTS	06/17/20	UNITED RENTALS (NORTH AMERICA) INC	0-21-108-52620-442-000-0000-000-380	351.93	20005109
1	EMS/CUSTODIAL SUPPLIES PER ATTACHED	06/17/20	SOUTHWEST CHEMICAL CO INC	0-21-108-52620-618-000-0000-000-380	5,572.00	20005110
1	MAINT/LHS/PLUMBING SUPPLIES PER ATTACHED	06/17/20	WINSUPPLY LAWTON	0-21-108-52620-618-000-0000-000-380	900.40	20005111
1	MAINT/BRASS COUPLERS TO INSTALL NEW HOT WATER HEATER	06/17/20	SANDERS HARDWARE	0-21-108-52620-618-000-0000-000-380	20.44	20005124

SITE Total 380 MAINTENANCE_JACK HANNA **16,270.96**
PROJECT Total 108 MAINTENANCE SERVICES **16,270.96**
FUND Total 21 BUILDING FUND **16,270.96**

FUND 26 MUNICIPAL TAX FUND (2015)

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 181 BLDG REPAIR/RENOVATIONS						
SITE 380 MAINTENANCE_JACK HANNA						
2	SOLE SOURCE/1 TON AC UNIT	05/22/20	LENNOX INDUSTRIES	0-26-181-52620-651-000-0000-000-380	2,705.10	20005039
1	BROCKLAND PROJECT/MATLS FOR A/C OUTLETS PER ATTACHED	06/03/20	HUNZICKER BROTHERS INC	0-26-181-52620-618-000-0000-000-380	860.27	20005047
1	BROCKLAND PROJECT/PLUMBING MATLS FOR REMODEL PER ATTACHED	06/03/20	WINSUPPLY LAWTON	0-26-181-52620-618-000-0000-000-380	1,355.44	20005054
7	BROCKLAND PROJECT/SHEETS OF LUSTER BOARD	06/10/20	ARROW SIGN COMPANY INC	0-26-181-52620-618-000-0000-000-380	1,250.83	20005070
1	BROCKLAND PROJECT/PARTS FOR TOILETS PER ATTACHED	06/11/20	WINSUPPLY LAWTON	0-26-181-52620-618-000-0000-000-380	189.60	20005059
1	BROCKLAND PROJECT/PAINT AND SUPPLIES PER ATTACHED	06/11/20	SHERWIN-WILLIAMS PAINT CO.	0-26-181-52620-618-000-0000-000-380	1,340.13	20005064
1	BROCKLAND PROJECT/PARTS FOR HOT WATER HEATER PER ATTACHED	06/11/20	WINSUPPLY LAWTON	0-26-181-52620-618-000-0000-000-380	68.65	20005071
12	BROCKLAND PROJECT/BREAKERS FOR A/CS	06/11/20	HUNZICKER BROTHERS INC	0-26-181-52620-618-000-0000-000-380	852.95	20005072
1	BROCKLAND PROJECT/PARTS FOR A/CS PER ATTACHED	06/11/20	BRADFORD INDUSTRIAL SUPPLY	0-26-181-52620-618-000-0000-000-380	382.00	20005073
1	SHIPPING	06/11/20	BRADFORD INDUSTRIAL SUPPLY	0-26-181-52620-618-000-0000-000-380	75.00	20005073
6	BROCKLAND PROJECT/CONDENSER BRACKETS	06/11/20	BRADFORD INDUSTRIAL SUPPLY	0-26-181-52620-618-000-0000-000-380	351.00	20005075
1	BROCKLAND PROJECT/PAINT AND SUPPLIES PER ATTACHED	06/11/20	SHERWIN-WILLIAMS PAINT CO.	0-26-181-52620-618-000-0000-000-380	90.84	20005078
1	BROCKLAND PROJECT/SCREWS FOR WINDOWS	06/11/20	FASTENAL COMPANY	0-26-181-52620-618-000-0000-000-380	30.20	20005079
1	BROCKLAND PROJECT/FREON FOR A/C UNITS	06/11/20	WINSUPPLY LAWTON	0-26-181-52620-618-000-0000-000-380	108.52	20005080

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	BROCKLAND PROJECT/GLASS AND MATERIALS FOR WINDOW REPAIRS PER ATTACHED	06/11/20	BRADY'S GLASS LLC	0-26-181-52620-618-000-0000-000-380	1,097.87	20005083
100	BROCKLAND PROJECT/MATLS TO SHEETROCK CLASSROOM	06/11/20	MID AMERICA LUMBER COMPANY	0-26-181-52620-618-000-0000-000-380	229.00	20005084
1	BROCKLAND PROJECT/PAINT AND SUPPLIES PER ATTACHED	06/17/20	SHERWIN-WILLIAMS PAINT CO.	0-26-181-52620-618-000-0000-000-380	41.58	20005108
			SITE Total 380 MAINTENANCE_JACK HANNA		**11,028.98**	
			PROJECT Total 181 BLDG		**11,028.98**	
PROJECT 183 BLDG REPAIR/RENOVATIONS/HVAC						
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	BID BD APVD 5-4-2020/TMS/GYM HVAC PER BID SPECS	05/27/20	RCJ CONSTRUCTION INC	0-26-183-52620-450-000-0000-000-540	330,980.00	20005043
			SITE Total 540 TOMLINSON MIDDLE SCHOOL		**330,980.00**	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	BID BD APVD 5-4-2020/LHS GYM & AUDITORIUM/HVAC RENOVATION PER BID SPECS	06/10/20	CAVINS CONSTRUCTION GROUP LLC	0-26-183-52620-450-000-0000-000-710	1,134,000.00	20005077
			SITE Total 710 LAWTON SENIOR HIGH SCHOOL		**1,134,000.00**	
			PROJECT Total 183 BLDG		**1,464,980.00**	
PROJECT 185 GROUNDS REPAIR/RENOVATONS						
SITE 353 BUSINESS OFFICE_LANCE GIBBS						
1	BD APVD 6-1-2020/SOLE SOURCE/LABOR AND MATLS TO INSTALL IRRIGATION SYSTEM AND LANDSCAPING	06/02/20	BEDROCK NURSERY INC	0-26-185-52630-420-000-0000-000-353	34,631.12	20005053
			SITE Total 353 BUSINESS OFFICE_LANCE		**34,631.12**	
			PROJECT Total 185 GROUNDS		**34,631.12**	
			FUND Total 26 MUNICIPAL TAX FUND (2015)		**1,510,640.10**	
FUND 32 BOND FUND (2014)						
PROJECT 174 BOND-ROOFS						
SITE 168 PAT HENRY ELEMENTARY						
1	BID BD APVD 5-4-2020/PAT HENRY/ROOF REPAIRS PER BID SPEC	05/27/20	SUPER ROOFS INC	0-32-174-52620-450-000-0000-000-168	463,577.00	20005042
			SITE Total 168 PAT HENRY ELEMENTARY		**463,577.00**	
SITE 220 WOODLAND HILLS ELEMENTARY						
1	BID BD APVD 5-4-2020/WOODLAND HILLS/ROOF REPAIRS PER BID SPEC	05/27/20	SUPER ROOFS INC	0-32-174-52620-450-000-0000-000-220	90,105.00	20005042
			SITE Total 220 WOODLAND HILLS ELEMENTARY		**90,105.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 380 MAINTENANCE_JACK HANNA						
1	BID BD APVD 5-4-2020/WAREHOUSE/ROOF REPAIRS PER BID SPEC	05/27/20	SUPER ROOFS INC	0-32-174-52620-450-000-0000-000-380	113,325.00	20005042
			SITE Total 380 MAINTENANCE_JACK HANNA		**113,325.00**	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	BID BD APVD 5-4-2020/MACARTHUR HIGH/ROOF REPAIRS PER BID SPEC	05/27/20	SUPER ROOFS INC	0-32-174-52620-450-000-0000-000-715	82,993.00	20005042
			SITE Total 715 MACARTHUR SENIOR HIGH		**82,993.00**	
			PROJECT Total 174 BOND-ROOFS		**750,000.00**	
PROJECT 186 TRANSPORTATION/BUSES						
SITE 381 TRANSPORTATION_JAY HUNT						
3	BID BD APVD 5-19-2020/2021 TYPE C 53 PASSENGER LIFT BUS	06/10/20	ROSS TRANSPORTATION INC	0-32-186-52720-760-000-0000-000-381	289,438.02	20005068
			SITE Total 381 TRANSPORTATION_JAY HUNT		**289,438.02**	
			PROJECT Total 186 TRANSPORTATION/BUSES		**289,438.02**	
			FUND Total 32 BOND FUND (2014)		**1,039,438.02**	
FUND 33 BOND FUND (2017)						
PROJECT 161 BOND-EMS CONSTRUCTION						
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	QUOTES/EPSON POWERLITE PROJECTOR	06/02/20	SYMBOLIC INC	0-33-161-51000-652-100-1050-000-545	3,350.00	20005052
1	EMERGENCY/EMS/STATE CONTRACT/LABOR & MATLS TO INSTALL SECURITY CAMERAS AND ACCESS CONTROLS	06/18/20	DIGI SECURITY SYSTEMS LLC	0-33-161-52660-337-000-0000-000-545	190,417.71	20005134
			SITE Total 545 EISENHOWER MIDDLE SCHOOL		**193,767.71**	
			PROJECT Total 161 BOND-EMS CONSTRUCTION		**193,767.71**	
			FUND Total 33 BOND FUND (2017)		**193,767.71**	
FUND 50 ENDOWMENT FUND						
PROJECT 231 MARVIN & CHRISTINA BICKETT ENDOWMENT						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 MARVIN & CHRISTINE BICKET SCHOLARSHIP COLBY GILPEN 9420 SW BURK ROAD LAWTON, OK 73505	06/10/20	CAMERON UNIVERSITY	0-50-231-52199-880-000-0000-000-050	500.00	20005098
			SITE Total 050 DISTRICT WIDE SERVICES		**500.00**	
			PROJECT Total 231 MARVIN & CHRISTINA		**500.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 234 WESLEY & MARY SUE SILK ENDOWMENT						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 WESLEY & MARY SUE SILK SCHOLARSHIP ELIZABETH KOPSKY 4519 SE AVALON AVENUE LAWTON, OK 73501	06/10/20	OKLAHOMA STATE UNIVERSITY	0-50-234-52199-880-000-0000-000-050	500.00	20005086
			SITE Total 050 DISTRICT WIDE SERVICES		**500.00**	
			PROJECT Total 234 WESLEY & MARY SUE SILK		**500.00**	
PROJECT 238 BARBARA ANNE STONEHOCKER MEMORIAL ENDOWMENT						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 BARBARA ANNE STONEHOCKER MEMORIAL SCHOLARSHIP SAMANTHA POLIDORE 4868 A EBERT CIRCLE FORT SILL, OK 73503	06/10/20	CAMERON UNIVERSITY	0-50-238-52199-880-000-0000-000-050	500.00	20005096
			SITE Total 050 DISTRICT WIDE SERVICES		**500.00**	
			PROJECT Total 238 BARBARA ANNE		**500.00**	
			FUND Total 50 ENDOWMENT FUND		**1,500.00**	
FUND 81 GIFTS FUNDS						
PROJECT 210 JOHN ZELBST SCHOLARSHIP						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 ZELBST, HOLMES, BUTLER SCHOLARSHIP JA'TAIA BENNETT CAMERON UNIVERSITY	06/10/20	JA'TAIA BURNETT	0-81-210-52199-880-000-0000-000-050	500.00	20005087
1	2019-2020 ZELBST HOLMES BUTLER SCHOLARSHIP KYE CORDES - MHS FORT LEWIS COLLEGE	06/10/20	KYE CORDES	0-81-210-52199-880-000-0000-000-050	500.00	20005088
1	2019-2020 ZELBST HOLMES BUTLER SCHOLARSHIP JASMIN MARINO - LHS CAMERON UNIVERSITY	06/10/20	JASMIN MARINO	0-81-210-52199-880-000-0000-000-050	500.00	20005089
			SITE Total 050 DISTRICT WIDE SERVICES		**1,500.00**	
			PROJECT Total 210 JOHN ZELBST		**1,500.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 213 MARKLAND MOTIVATE SCHOLARHIP						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 MARKLAND MOTIVATE SCHOLARSHIP ERIC WILEY 3918 SW PECAN PLACE LAWTON, OK 73505	06/10/20	UNIVERSITY OF OKLAHOMA	0-81-213-52199-880-000-0000-000-050	1,500.00	20005100
			SITE Total 050 DISTRICT WIDE SERVICES		**1,500.00**	
			PROJECT Total 213 MARKLAND MOTIVATE		**1,500.00**	
PROJECT 216 LILLY STAFFORD SCHOLARSHIP						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 LILLY STAFFORD SCHOLARSHIP BIANCA KARNES - LHS CAMERON UNIVERSITY	06/10/20	BIANCA KARNES	0-81-216-52199-880-000-0000-000-050	500.00	20005099
			SITE Total 050 DISTRICT WIDE SERVICES		**500.00**	
			PROJECT Total 216 LILLY STAFFORD		**500.00**	
PROJECT 218 GEO FOUNDATION SCHOLARSHIP						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 GEO SCHOLARSHIP MICHAEL RICHARD - MHS UNIV OF OKLAHOMA	06/10/20	MICHAEL RICHARD	0-81-218-52199-880-000-0000-000-050	1,000.00	20005090
1	2019-2020 GEO SCHOLARSHIP LATALYA QUTAISHAT - LHS CAMERON UNIVERSITY	06/10/20	LATALYA QUTAISHAT	0-81-218-52199-880-000-0000-000-050	1,000.00	20005091
1	2019-2020 GEO SCHOLARSHIP CODY COOPER - LHS CAMERON UNIVERSITY	06/10/20	CODY COOPER	0-81-218-52199-880-000-0000-000-050	1,000.00	20005092
1	2019-2020 GEO SCHOLARSHIP RYAN SHOWS - EHS CAMERON UNIVERSITY	06/10/20	RYAN SHOWS	0-81-218-52199-880-000-0000-000-050	1,000.00	20005093
1	2019-2020 GEO SCHOLARSHIP SAMARAH HUTCHINSON - MHS SAVANNAH COLLEGE OF ARTS & DESIGN	06/10/20	SAMARAH HUTCHINSON	0-81-218-52199-880-000-0000-000-050	1,000.00	20005094
1	2019-2020 GEO SCHOLARSHIP EMMA SHADY - EHS UNIV OF CENTRAL OKLAHOMA	06/10/20	EMMA SHADY	0-81-218-52199-880-000-0000-000-050	1,000.00	20005095
			SITE Total 050 DISTRICT WIDE SERVICES		**6,000.00**	
			PROJECT Total 218 GEO FOUNDATION		**6,000.00**	

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 219 SOVEREIGN ABSTRACT SCHOLARSHIP						
SITE 050 DISTRICT WIDE SERVICES						
1	2019-2020 SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP PHILIP BENIGO 1507 NW WILLIAMS AVE LAWTON, OK 73507	06/10/20	GREAT PLAINS TECHNOLOGY CENTER	0-81-219-52199-880-000-0000-000-050	1,000.00	20005101
			SITE Total 050 DISTRICT WIDE SERVICES		**1,000.00**	
			PROJECT Total 219 SOVEREIGN ABSTRACT		**1,000.00**	
			FUND Total 81 GIFTS FUNDS		**10,500.00**	

Lawton Public School
Account Reconciliation
May, 2020

Account Name	Account #				
Bank Balance					
Liberty					
General Fund		$	6,707,364.02		
General Fund/Sweep Acct		$	1,015,514.86		
Activity Fund		$	77,914.05		
Activity Fund/Sweep Acct		$	202,111.08		
		$	8,002,904.01		
OLAP					
General Fund		$	44,879,280.61		
Activity Fund		$	1,932,715.79		
		$	46,811,996.40		
BOK					
Bond Project Fund		$	15,331,843.39		
Lease Note/Fund		$	5,260.57		
		$	15,337,103.96		
STIFEL					
Endowment Fund		$	143,957.94		
		$	143,957.94		
Total Bank Balances				**$ 70,295,962.31**	
Outstanding Checks					
General Fund/Liberty		$	3,140,919.95		
Activity Fund/Liberty		$	27,192.84		
Total Outstanding Checks				**$ 3,168,112.79**	
Adjusted Bank Balance					**$ 67,127,849.52**
Balance per Balance Sheet					
Liberty Cash Accounts-10110					
General Fund	11	$	(9,795,843.80)		
Building Fund	21	$	855,403.01		
Municipal Fund	25	$	253,776.13		
Municipal Fund	26	$	5,373,728.29		
Bond Fund (2004)	31	$	14,688.39		
Bond Fund (2014)	32	$	2,487,925.35		
Bond Fund (2017)	33	$	698,012.27		
Lease Fund (2017)	34	$	154.01		
Sinking Fund	41	$	4,667,751.56		
Endowment Fund	50	$	-		
Activity Fund	60	$	252,832.29		
Gifts Fund	81	$	10,500.00		
Workers Comp Fund	83	$	15,863.72		
				$ 4,834,791.22	
Lease Revenue/BOK-10111					
Bond Project Fund	33	$	15,331,843.39		
Lease Note Fund	34	$	5,260.57		
				$ 15,337,103.96	
Investment OLAP-10120					
General Fund	11	$	37,818,832.67		
Co-Op	12	$	-		
Building Fund	21	$	-		
Municipal Fund	25	$	-		
Municipal Fund	26	$	-		
Bond Fund	31	$	-		
Bond Fund	32	$	5,015,000.00		
Sinking Fund	41	$	2,000,000.00		
Endowment Fund	50	$	45,447.94		

Activity Fund	60	$	1,932,715.79		
				$ 46,811,996.40	
Investment/Stifel-10114					
Endowment Fund	50	$	143,957.94		
				$ 143,957.94	
Total from Balance Sheets					**$ 67,127,849.52**
					TRUE

LAWTON PUBLIC SCHOOLS
SUMMARY OF FINANCIAL ACTIVITIES
May, 2020

FUND	Beginning Period Balance	Period Revenue	Less Checks Issued/Period	Ending Period Balance
GENERAL FUND (11)	$ 27,936,056.41	$ 10,143,208.02	$ 10,048,813.76	$ 28,022,988.87
BUILDING LEVY FUND (21)	$ 862,649.08	$ 57,361.77	$ 64,607.84	$ 855,403.01
MUNICIPAL TAX (25)	$ 253,776.13	$ -	$ -	$ 253,776.13
MUNICIPAL TAX (26)	$ 5,490,849.61	$ -	$ 117,121.32	$ 5,373,728.29
BOND 2014 (31)	$ 14,688.39	$ -	$ -	$ 14,688.39
BOND (32)	$ 7,667,398.12	$ -	$ 164,472.77	$ 7,502,925.35
BOND 2017 (33)	$ 19,730,163.87	$ 464.83	$ 3,700,773.04	$ 16,029,855.66
LEASE PURCH (34)	$ 5,414.43	$ 0.15	$ -	$ 5,414.58
SINKING (41)	$ 6,492,841.41	$ 206,410.15	$ 31,500.00	$ 6,667,751.56
ENDOW (50)	$ 186,289.74	$ 3,116.14	$ -	$ 189,405.88
ACTIVITY (60)	$ 2,236,006.22	$ 20,309.84	$ 43,268.03	$ 2,185,548.08
GIFTS (81)	$ 4,500.00	$ 6,000.00	$ -	$ 10,500.00
WC (83)	$ 16,064.00	$ -	$ 200.28	$ 15,863.72
				$ 67,127,849.52

Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	(8,504,855.27)	
Investments	$	37,818,832.67	
Accounts Receivable	$	-	
Property Taxes - Current	$	-	
Property Taxes - Delinquent	$	-	
Inventory	$	275,576.33	
Food Service Commodities	$	-	
Land	$	2,951,394.94	
Buildings and Depreciation	$	60,093,116.10	
Building Improvements	$	45,083,482.30	
Furniture/Equipment and Depreciation	$	6,658,354.54	
Construction in Progress	$	22,852,209.20	
Vehicles and Depreciation	$	7,110,939.22	
Amounts to be Provided/Comp Bal/Vacation	$	646,247.83	
Amounts to be Provided/Comp Bal/Sick Leave	$	685,415.99	
Amounts Available/Lease Purchase	$	-	
TOTAL ASSETS			**$ 175,670,713.85**

LIABILITIES AND EQUITY

Accounts Payable	$	-	
Warrants Payable	$	1,290,988.53	
Payroll Payable	$	-	
Payroll Liabilities	$	-	
Accured Compensated Balance/Vacation	$	646,247.83	
Accured Compensated Balance/Sick Leave	$	685,415.99	
Lease Purchase Payable	$	-	
Total Liabilities			$ 2,622,652.35
Restricted			
Capital Assets (Net)	$	144,749,496.30	
Food Service Commodities	$	-	
Unbudgeted	$	-	
Unreserved			
Designated	$	28,298,565.20	
Undesignated	$	-	
	$	-	
Total Equity			$ 173,048,061.50
TOTAL LIABILITIES AND EQUITY BALANCE			**$ 175,670,713.85**
			TRUE

LANCE GIBBS, DISTRICT TREASURER $ 0.00

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	$ 15,100,000.00	$ 383,560.40	$ 14,689,569.05	$ 410,430.95	97.28%
Ad Valorem (Prior)	$ 300,000.00	$ 17,634.46	$ 516,017.37	$ (216,017.37)	172.01%
Revenue In-Lieu	$ 8,400.00	$ -	$ 6,865.93	$ 1,534.07	81.74%
Summer School Tuition	$ 4,870.16	$ -	$ 160.00	$ 4,710.16	3.29%
Transfer Fees	$ 17,500.00	$ 5,376.80	$ 27,954.09	$ (10,454.09)	159.74%
Other Tuition & Fees	$ -	$ -	$ -	$ -	#DIV/0!
Interest Earnings	$ 416,500.00	$ 21,755.45	$ 335,177.54	$ 81,322.46	80.47%
Rental/Facilities	$ 13,000.00	$ -	$ 3,705.97	$ 9,294.03	28.51%
Sales of Bldgs	$ -	$ -	$ -	$ -	#DIV/0!
Sales of Equipment	$ 6,000.00	$ 50.40	$ 5,220.20	$ 779.80	87.00%
Insurance Loss Recoverie	$ 37,152.64	$ -	$ 37,152.64	$ -	100.00%
Damages to Property	$ 250.00	$ -	$ 4,554.71	$ (4,304.71)	1821.88%
Misc Reimbursements	$ 152,050.00	$ 36,507.76	$ 295,865.03	$ (143,815.03)	194.58%
Contributions/Donations	$ 19,157.03	$ -	$ 16,857.03	$ 2,300.00	87.99%
Insurance Premium	$ 35,000.00	$ 3,308.72	$ 19,968.10	$ 15,031.90	57.05%
District Contracts	$ 50,000.00	$ 27,710.68	$ 90,208.91	$ (40,208.91)	180.42%
Refund/Prior Year	$ -	$ -	$ -	$ -	#DIV/0!
Student Lunch/Brkf/Milk	$ 900,000.00	$ 113,478.37	$ 791,782.43	$ 108,217.57	87.98%
Adult Lunch/Brkf	$ 60,000.00	$ -	$ -	$ 60,000.00	0.00%
Other CN Revenue	$ 460,181.75	$ -	$ 461,457.35	$ (1,275.60)	100.28%
Local Revenue	***$ 17,580,061.58***	***$ 609,383.04***	***$ 17,302,516.35***	***$ 277,545.23***	
County 4 Mill	$ 1,700,000.00	$ 42,703.21	$ 1,854,601.58	$ (154,601.58)	109.09%
County Apportionment	$ 350,000.00	$ 25,918.20	$ 327,531.64	$ 22,468.36	93.58%
County Revenue	***$ 2,050,000.00***	***$ 68,621.41***	***$ 2,182,133.22***	***$ (132,133.22)***	
Gross Production Tax	$ 18,000.00	$ 978.87	$ 14,385.65	$ 3,614.35	79.92%
Motor Vehicle Tax	$ 5,200,000.00	$ 424,895.75	$ 5,584,405.10	$ (384,405.10)	107.39%
Rural Electric Tax	$ 36,000.00	$ 3,730.19	$ 39,791.66	$ (3,791.66)	110.53%
State Sch Land Earnings	$ 2,000,000.00	$ 91,222.57	$ 1,600,240.99	$ 399,759.01	80.01%
Vehicle Tax Stamp	$ 12,000.00	$ 986.85	$ 11,655.85	$ 344.15	97.13%
Foundation State Aid	$ 58,832,890.00	$ 5,883,289.00	$ 53,537,930.00	$ 5,294,960.00	91.00%
Educ Flex Benefits	$ 12,128,935.31	$ 1,212,893.52	$ 11,126,234.48	$ 1,002,700.83	91.73%
Alternative Edcuation	$ 421,946.98	$ 105,486.74	$ 421,946.98	$ -	100.00%
Professional Developmen	$ 453,818.80	$ -	$ 453,818.80	$ -	100.00%
State Textbook	$ 636,593.03	$ 63,659.31	$ 579,299.66	$ 57,293.37	91.00%
Misc State Revenue	$ 32,442.30	$ 24,600.00	$ 65,057.70	$ (32,615.40)	200.53%
State Matching	$ 55,000.00	$ 34,266.56	$ 68,533.12	$ (13,533.12)	124.61%
State Vocational Progs	$ 137,646.00	$ 47,895.00	$ 165,780.00	$ (28,134.00)	120.44%
Capital Outlay	$ 14,016.97	$ -	$ 8,702.02	$ 5,314.95	62.08%
State Revenue	***$ 79,979,289.39***	***$ 7,893,904.36***	***$ 73,677,782.01***	***$ 6,301,507.38***	
Title VIII, Impact Aid	$ 5,250,000.00	$ -	$ 5,035,804.03	$ 214,195.97	95.92%
Title VII-A, Ind Educ	$ 293,708.16	$ 22,510.61	$ 204,094.05	$ 89,614.11	69.49%
ROTC	$ 201,997.22	$ 14,858.43	$ 166,568.44	$ 35,428.78	82.46%
Title I, Basic Program	$ 5,030,259.83	$ 823,796.47	$ 3,045,652.72	$ 1,984,607.11	60.55%

Title I, Correctional, Negle	$ 23,667.91	$ -	$ 8,695.62	$ 14,972.29	36.74%
Title II-D, Tchr/Prin Traini	$ 865,955.57	$ -	$ 280,524.16	$ 585,431.41	32.39%
Title III-A, Limited English	$ 76,758.79	$ -	$ 48,746.38	$ 28,012.41	63.51%
Title IV, 21st Century Sch	$ 320,980.83	$ -	$ 168,778.84	$ 152,201.99	52.58%
IDEA-B, Inds with Disabili	$ 4,127,517.58	$ 213,590.56	$ 2,691,614.43	$ 1,435,903.15	65.21%
IDEA-B, Preschool	$ 80,350.61	$ -	$ 50,381.04	$ 29,969.57	62.70%
State Personnel Dev Grai	$ 62,212.53	$ -	$ 650.00	$ 61,562.53	1.04%
Title X, Homeless Educ	$ 69,138.95	$ -	$ 37,247.73	$ 31,891.22	53.87%
Johnson-O'Malley Progra	$ 123,536.00	$ -	$ 123,536.00	$ -	100.00%
Adult Education	$ 130,000.00	$ -	$ 54,740.47	$ 75,259.53	42.11%
Misc Federal Revenue	$ 2,246,138.69	$ 79,031.24	$ 453,174.12	$ 1,792,964.57	20.18%
Federal/Lunches	$ 4,000,000.00	$ 254,947.00	$ 3,481,466.64	$ 518,533.36	87.04%
Federal/Breakfast	$ 1,800,000.00	$ 160,252.40	$ 1,673,824.96	$ 126,175.04	92.99%
Summer Feeding Prog	$ 99,322.07	$ -	$ 99,322.07	$ -	100.00%
Child & Adulst Care Food	$ 20,000.00	$ -	$ 49,916.38	$ (29,916.38)	249.58%
Farm Bill Equip Grant	$ 6,370.93	$ -	$ 6,370.93	$ -	100.00%
Carl Perkins Voc Grant	$ 154,998.06	$ -	$ 107,269.80	$ 47,728.26	69.21%
Federal Revenue	***$ 24,982,913.73***	***$ 1,568,986.71***	***$ 17,788,378.81***	***$ 7,194,534.92***	
Activity Fund Reimbs	$ 330,000.00	$ 2,312.50	$ 145,150.27	$ 184,849.73	43.98%
Correcting Entries	$ -	$ -	$ -	$ -	#DIV/0!
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
Non-Revenue	***$ 330,000.00***	***$ 2,312.50***	***$ 145,150.27***	***$ 184,849.73***	
TOTAL REVENUE	**$ 124,922,264.70**	**$ 10,143,208.02**	**$ 111,095,960.66**	**$ 13,826,304.04**	

EXPENSES	**ANNUAL BUDGET**	**YTD ENCUMB**	***CUR MTH ACTUAL**	**YTD ACTUAL**	**BUDGET BALANCE**
Salaries	$ 87,326,771.39	$ 19,818,670.79	$ 7,072,511.22	$ 65,301,115.87	$ 2,206,984.73
Benefits	$ 27,884,115.78	$ 3,903,564.59	$ 2,081,806.47	$ 19,549,001.02	$ 4,431,550.17
Prof & Tech Services	$ 5,969,725.54	$ 290,666.80	$ 52,745.46	$ 902,151.49	$ 4,776,907.25
Property Services	$ 1,034,319.02	$ 579,485.70	$ 75,893.34	$ 1,221,595.72	$ (766,762.40)
Other Services	$ 2,598,280.23	$ 814,367.76	$ 85,452.77	$ 2,453,163.60	$ (669,251.13)
Supplies & Materials	$ 13,704,648.24	$ 2,856,297.59	$ 676,411.55	$ 7,033,456.66	$ 3,814,893.99
Property	$ -	$ 10,865.00	$ -	$ 195,291.84	$ (206,156.84)
Other Objects	$ 680,416.06	$ 3,207.46	$ 2,307.50	$ 658,557.54	$ 18,651.06
Other Uses of Funds	$ 260,271.59	$ -	$ 1,685.45	$ 19,344.87	$ 240,926.72
TOTAL EXPENSES	**$ 139,458,547.85**	**$ 28,277,125.69**	**$ 10,048,813.76**	**$ 97,333,678.61**	**$ 13,847,743.55**
EXCESS REVENUES OVER EXPENDITURES			**$ 94,394.26**	**$ 13,762,282.05**	

FUND BALANCE - July 1, 2019	**$ 14,536,283.15**
FUND BALANCE - May 31, 2020	**$ 28,298,565.20**
	TRUE
INVENTORY BALANCE - July 1, 2019	**$ 275,576.33**
CASH FUND BALANCE - May 31, 2020	**$ 28,022,988.87**
	TRUE

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

Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	855,982.82		
Property Taxes - Current	$	-		
Property Taxes - Delinquent	$	-		
Investments	$	-		
Interest	$	-		
Amounts Available/Lease Purchase	$	-		
TOTAL ASSETS			**$**	**855,982.82**

LIABILITIES AND EQUITY

Warrants Payable	$	579.81		
Lease Purchase Payable	$	-		
Int Payable/Lease Purchase	$	-		
Deferred Revenue	$	-		
Total Liabilities			$	579.81
Reserved				
Designated	$	855,403.01		
Undesignated	$	-		
Total Equity			$	855,403.01
TOTAL LIABILITIES AND EQUITY			**$**	**855,982.82**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Curre	$ 2,100,000.00	$ 54,840.43	$ 2,100,274.79	$ (274.79)	100.01%
Ad Valorem Tax (Prior `	$ 68,000.00	$ 2,521.34	$ 73,778.80	$ (5,778.80)	108.50%
Revenue in Lieu of Tax	$ 977.37	$ -	$ 977.37	$ -	100.00%
Misc Reimbursements	$ 457,881.16	$ -	$ 457,881.16	$ -	100.00%
Contributions/Donation:	$ 5,833.89	$ -	$ 5,833.89	$ -	100.00%
Misc Federal Sources	$ -	$ -	$ -	$ -	#DIV/0!
Non-Revenue Receipts	$ -	$ -	$ -	$ -	#DIV/0!
Estopped Warrants	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL REVENUE	**$ 2,632,692.42**	**$ 57,361.77**	**$ 2,638,746.01**	**$ (6,053.59)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ -	$ 1,500.00	$ -	$ 1,658,260.62	$ (1,659,760.62)
Property Services	$ 151,458.47	$ 155,506.25	$ 10,156.60	$ 167,883.24	$ (171,931.02)
Other Services	$ -	$ 700.00	$ -	$ -	$ (700.00)
Supplies & Materials	$ 3,120,674.27	$ 224,907.11	$ 54,326.74	$ 594,226.46	$ 2,301,540.70
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ 3,739.00	$ 124.50	$ 2,413.00	$ (6,152.00)
TOTAL EXPENSES	**$ 3,272,132.74**	**$ 386,352.36**	**$ 64,607.84**	**$ 2,422,783.32**	**$ 462,997.06**

EXCESS REVENUES OVER EXPENDITURES	**$ (7,246.07)**	**$ 215,962.69**
FUND BALANCE - July 1, 2019	**$ 639,440.32**	
FUND BALANCE - May 31, 2020	**$ 855,403.01**	
	TRUE	

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

Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	253,776.13	
Property Taxes - Current			
Property Taxes - Delinquent			
Investments	$	-	
Interest			
TOTAL ASSETS			**$ 253,776.13**

LIABILITIES AND EQUITY

Warrants Payable	$	-	
Deferred Revenue	$	-	
Total Liabilities			$ -
Reserved			
Designated	$	253,776.13	
Undesignated	$	-	
Total Equity			$ 253,776.13
TOTAL LIABILITIES AND EQUITY			**$ 253,776.13**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	$ -	$ -	$ -	$ -	0.00%
Non-Revenue Receipts	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ 253,776.13	$ -	$ -	$ -	$ 253,776.13
Property Services	$ -	$ -	$ -	$ -	$ -
Other Services	$ -	$ -	$ -	$ -	$ -
Supplies & Materials	$ -	$ -	$ -	$ -	$ -
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 253,776.13**	**$ -**	**$ -**	**$ -**	**$ 253,776.13**

EXCESS REVENUES OVER EXPENDITURES	**$ -**	**$ -**

FUND BALANCE - July 1, 2019	**$ 253,776.13**
FUND BALANCE - May 31, 2020	**$ 253,776.13**
	TRUE

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

Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$ 5,483,409.61	
Investments	$ -	
Interest		
TOTAL ASSETS		**$ 5,483,409.61**

LIABILITIES AND EQUITY

Warrants Payable	$ 109,681.32	
Deferred Revenue	$ -	
Total Liabilities		$ 109,681.32
Reserved		
Designated	$ 5,373,728.29	
Undesignated	$ -	
Total Equity		$ 5,373,728.29
TOTAL LIABILITIES AND EQUITY		**$ 5,483,409.61**
		TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	$ 1,666,666.84	$ -	$ 1,666,666.84	$ -	100.00%
Non-Revenue Receipts	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 1,666,666.84**	**$ -**	**$ 1,666,666.84**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ 5,743,711.26	$ 113,167.00	$ 109,681.32	$ 146,823.00	$ 5,483,721.26
Property Services	$ -	$ 1,717,397.23	$ -	$ 522,150.39	$ (2,239,547.62)
Other Services	$ -	$ 270.43	$ -	$ 654.57	$ (925.00)
Supplies & Materials	$ 504,342.70	$ 44,117.50	$ 7,440.00	$ 7,440.00	$ 452,785.20
Property	$ -	$ 28,374.00	$ -	$ 197,165.71	$ (225,539.71)
Other Objects	$ -	$ -	$ -	$ 92.00	$ (92.00)
TOTAL EXPENSES	**$ 6,248,053.96**	**$ 1,903,326.16**	**$ 117,121.32**	**$ 874,325.67**	**$ 3,470,402.13**

EXCESS REVENUES OVER EXPENDITURES	**$ (117,121.32)**	**$ 792,341.17**
FUND BALANCE - July 1, 2019	**$ 4,581,387.12**	
FUND BALANCE - May 31, 2020	**$ 5,373,728.29**	
	TRUE	

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

Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	14,688.39		
Cash & Equiv (BOK)	$	-		
Accounts Receivable				
Property Taxes - Current				
Property Taxes - Delinquent				
Investments	$	-		
Interest				
TOTAL ASSETS			**$**	**14,688.39**

LIABILITIES AND EQUITY

Warrants Payable	$	(0.00)		
Deferred Revenue	$	-		
Total Liabilities			$	(0.00)
Reserved	$	-		
Designated	$	14,688.39		
Undesignated	$	-		
Total Equity			$	14,688.39
TOTAL LIABILITIES AND EQUITY			**$**	**14,688.39**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 31
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Curr	$ -	$ -	$ -	$ -	0.00%
Ad Valorem Tax (Prior	$ -	$ -	$ -	$ -	0.00%
Non-Revenue Receipt	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ -**	**$ -**	**$ -**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ 94,376.69	$ -	$ -	$ 128,042.86	$ (33,666.17)
Property Services	$ 125,356.76	$ -	$ -	$ 81,499.10	$ 43,857.66
Other Services	$ 700.00	$ -	$ -	$ -	$ 700.00
Supplies & Materials	$ 39,554.20	$ 14,508.00	$ -	$ 35,757.30	$ (10,711.10)
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 259,987.65**	**$ 14,508.00**	**$ -**	**$ 245,299.26**	**$ 180.39**

EXCESS REVENUES OVER EXPENDITURES	**$ -**	**$ (245,299.26)**
FUND BALANCE - July 1, 2019	**$ 259,987.65**	
FUND BALANCE - May 31, 2020	**$ 14,688.39**	
	TRUE	

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

Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	2,534,254.31	
Cash & Equiv (BOK)	$	-	
Investments	$	5,015,000.00	
Interest			
TOTAL ASSETS			**$ 7,549,254.31**

LIABILITIES AND EQUITY

Warrants Payable	$	46,328.96	
Deferred Revenue	$	-	
Total Liabilities			$ 46,328.96
Reserved	$	-	
Designated	$	7,502,925.35	
Undesignated	$	-	
Total Equity			$ 7,502,925.35
TOTAL LIABILITIES AND EQUITY			**$ 7,549,254.31**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C	$ -	$ -	$ -	$ -	0.00%
Ad Valorem Tax (P	$ -	$ -	$ -	$ -	0.00%
Bond Sales	$ 4,570,000.00	$ -	$ 4,570,000.00	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 4,570,000.00**	**$ -**	**$ 4,570,000.00**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Servic	$ 579,015.53	$ 100,626.80	$ 46,328.96	$ 94,444.87	$ 383,943.86
Property Services	$ 224,514.61	$ 750,000.00	$ -	$ 16,739.85	$ (542,225.24)
Other Services	$ -	$ 229.09	$ -	$ 369,414.04	$ (369,643.13)
Supplies & Material	$ 5,628,738.03	$ -	$ -	$ -	$ 5,628,738.03
Property	$ 1,674,447.20	$ 921,693.79	$ 118,143.81	$ 493,795.21	$ 258,958.20
Other Objects	$ 373,672.95	$ 1,828.00	$ -	$ 3,069.00	$ 368,775.95
TOTAL EXPENSES	**$ 8,480,388.32**	**$ 1,774,377.68**	**$ 164,472.77**	**$ 977,462.97**	**$ 5,728,547.67**

EXCESS REVENUES OVER EXPENDITURES	**$ (164,472.77)**	**$ 3,592,537.03**

FUND BALANCE - July 1, 2019	**$ 3,910,388.32**
FUND BALANCE - May 31, 2020	**$ 7,502,925.35**
	TRUE

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

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	2,391,124.36	
Cash & Equiv (BOK)	$	15,331,843.39	
Investments	$	(0.00)	
Interest			
TOTAL ASSETS			**$ 17,722,967.75**

LIABILITIES AND EQUITY

Warrants Payable	$	1,693,112.09	
Deferred Revenue	$	-	
Total Liabilities			$ 1,693,112.09
Reserved	$	-	
Designated	$	16,029,855.66	
Undesignated	$	-	
Total Equity			$ 16,029,855.66
TOTAL LIABILITIES AND EQUITY			**$ 17,722,967.75**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax ((	$ -	$ -	$ -	$ -	#DIV/0!
Ad Valorem Tax (I	$ -	$ -	$ -	$ -	#DIV/0!
Interest Earnings	$ -	$ 464.83	$ 463,624.01	$ (463,624.01)	#DIV/0!
Bond Sales	$ 1,060,000.00	$ -	$ 3,430,000.00	$ (2,370,000.00)	323.58%
Note Sales	$ -	$ -	$ -	$ -	#DIV/0!
Estopped Warrant	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL REVENUI	**$ 1,060,000.00**	**$ 464.83**	**$ 3,893,624.01**	**$ (2,833,624.01)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Servi	$ 33,620,080.91	$ 7,210,354.84	$ 3,565,479.90	$ 22,303,177.39	$ 4,106,548.68
Property Services	$ -	$ 396,370.88	$ 19,952.96	$ 544,996.48	$ (941,367.36)
Other Services	$ -	$ 145.67	$ -	$ 13,414.53	$ (13,560.20)
Supplies & Materi	$ 4,668,864.14	$ 1,135,471.12	$ 97,450.18	$ 2,118,606.02	$ 1,414,787.00
Property	$ -	$ 13,612.00	$ 14,890.00	$ 103,382.98	$ (116,994.98)
Other Objects	$ -	$ -	$ 3,000.00	$ 9,136.00	$ (9,136.00)
TOTAL EXPENSI	**$ 38,288,945.05**	**$ 8,755,954.51**	**$ 3,700,773.04**	**$ 25,092,713.40**	**$ 4,440,277.14**

EXCESS REVENUES OVER EXPENDITURES	**$ (3,700,308.21)**	**$ (21,199,089.39)**
FUND BALANCE - July 1, 2019		**$ 37,228,945.05**
FUND BALANCE - May 31, 2020		**$ 16,029,855.66**
		TRUE

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

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	154.01		
Cash & Equiv (BOK)	$	5,260.57		
Investments	$	(0.00)		
Interest				
Amounts to be Provided/Lease Note	$	54,214,912.00		
TOTAL ASSETS			**$**	**54,220,326.58**

LIABILITIES AND EQUITY

Warrants Payable	$	-		
Deferred Revenue	$	-		
Lease Note Payable 2018	$	46,295,000.00		
Lease Note Int Payable 2018	$	7,919,912.00		
Total Liabilities			$	54,214,912.00
Reserved	$	-		
Designated	$	5,414.58		
Undesignated	$	-		
Total Equity			$	5,414.58
TOTAL LIABILITIES AND EQUITY			**$**	**54,220,326.58**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Curre	$ -	$ -	$ -	$ -	0.00%
Ad Valorem Tax (Prior	$ -	$ -	$ -	$ -	0.00%
Interest Earnings	$ 1,250.00	$ 0.15	$ 1,242.99	$ 7.01	99.44%
Bond Sales	$ 2,370,000.00	$ -	$ -	$ 2,370,000.00	0.00%
Note Sales	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 2,371,250.00**	**$ 0.15**	**$ 1,242.99**	**$ 2,370,007.01**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	$ -	$ -	$ -	$ -	$ -
Property Services	$ 2,375,421.59	$ -	$ -	$ -	$ 2,375,421.59
Other Services	$ -	$ -	$ -	$ -	$ -
Supplies & Materials	$ -	$ -	$ -	$ -	$ -
Property	$ -	$ -	$ -	$ -	$ -
Other Objects	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 2,375,421.59**	**$ -**	**$ -**	**$ -**	**$ 2,375,421.59**

EXCESS REVENUES OVER EXPENDITURES	**$ 0.15**	**$ 1,242.99**
FUND BALANCE - July 1, 2019		**$ 4,171.59**
FUND BALANCE - May 31, 2020		**$ 5,414.58**
		TRUE

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

Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
May, 2020

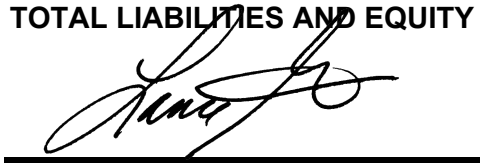
ASSETS

Cash in Bank	$	4,667,751.56	
Investments	$	2,000,000.00	
Due To/From Other Funds	$	-	
Amounts to be Provided/Judgments/Teachers	$	-	
Amounts to be Provided/Judgments/New	$	4,747.62	
Amounts to be Provided/Bond	$	19,793,525.00	
Amounts Available/Lease Purchase	$	-	
TOTAL ASSETS			**$ 26,466,024.18**

LIABILITIES AND EQUITY

Warrants Payable	$	-	
Judgement Payable/2018	$	4,053.47	
Judgement Interest/2018	$	694.15	
Bond Payable 2016	$	-	
Bond Payable 2017	$	-	
Bond Payable 2017B	$	2,520,000.00	
Bond Payable 2018A	$	2,040,000.00	
Bond Payable 2019A	$	14,380,000.00	
Int Payable 2016	$	-	
Int Payable 2017	$	-	
Int Payable 2017B	$	63,125.00	
Int Payable 2018A	$	71,400.00	
Int Payable 2019A	$	719,000.00	
Total Liabilities			$ 19,798,272.62
Reserved			
Designated	$	6,667,751.56	
Undesignated	$	-	
Total Equity			$ 6,667,751.56
TOTAL LIABILITIES AND EQUITY			**$ 26,466,024.18**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Currer	$ 7,532,011.30	$ 201,941.82	$ 7,733,953.12	$ (201,941.82)	102.68%
Ad Valorem Tax (Prior Y	$ 161,295.11	$ 4,468.33	$ 165,763.44	$ (4,468.33)	102.77%
Revenue in Lieu of Taxe	$ 3,599.02	$ -	$ 3,599.02	$ -	0.00%
Accured Interest on Bor	$ 13,777.78	$ -	$ 13,777.78	$ -	0.00%
Premium on Bonds Sale	$ 239,860.00	$ -	$ 239,860.00	$ -	
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 7,950,543.21**	**$ 206,410.15**	**$ 8,156,953.36**	**$ (206,410.15)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond Pay	$ 13,257,796.41	$ -	$ 31,500.00	$ 6,796,455.00	$ 6,461,341.41
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 13,257,796.41**	**$ -**	**$ 31,500.00**	**$ 6,796,455.00**	**$ 6,461,341.41**

EXCESS REVENUES OVER EXPENDITURES	**$ 174,910.15**	**$ 1,360,498.36**
FUND BALANCE - July 1, 2019	**$ 5,307,253.20**	
FUND BALANCE - May 31, 2020	**$ 6,667,751.56**	
	TRUE	

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

Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	0.00		
Accounts Receivable	$	-		
Investments	$	45,447.94		
Investment Stifel	$	143,957.94		
TOTAL ASSETS			**$**	**189,405.88**

LIABILITIES AND EQUITY

Accounts Payable	$	-		
Warrants Payable	$	-		
Total Liabilities			$	-
Reserved				
Designated	$	189,405.88		
Undesignated	$	-		
Total Equity			$	189,405.88
TOTAL LIABILITIES AND EQUITY			**$**	**189,405.88**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	$ 5,575.00	$ 3,116.14	$ 7,272.21	$ (1,697.21)	130.44%
Contributions/Donations	$ -	$ -	$ -	$ -	0.00%
Refund Prior Yr Expendit	$ -	$ -	$ -	$ -	
Fund Transfer	$ -	$ -	$ -	$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 5,575.00**	**$ 3,116.14**	**$ 7,272.21**	**$ (1,697.21)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Supplies & Materials	$ -	$ -	$ -	$ 5,000.00	$ (5,000.00)
Other Objects/Scholarshi	$ 192,708.67	$ -	$ -	$ -	$ 192,708.67
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 192,708.67**	**$ -**	**$ -**	**$ 5,000.00**	**$ 187,708.67**
EXCESS REVENUES OVER EXPENDITURES	**$ (192,708.67)**	**$ 5,575.00**	**$ 3,116.14**	**$ 2,272.21**	

FUND BALANCE - July 1, 2019	**$ 187,133.67**
FUND BALANCE - May 31, 2020	**$ 189,405.88**
	TRUE

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

Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	280,025.13	
Cash & Equiv (OLAP)	$	1,932,715.79	
Interest	$	-	
TOTAL ASSETS			**$ 2,212,740.92**

LIABILITIES AND EQUITY

Checks Payable	$	27,192.84	
Accounts Payable	$	-	
Total Liabilities			$ 27,192.84
Reserved			
Designated	$	2,185,548.08	
Undesignated	$	-	
Total Equity			$ 2,185,548.08
TOTAL LIABILITIES AND EQUITY			**$ 2,212,740.92**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	***CUR MTH ACTUAL**	**YTD ACTUAL**
District Summer School Tuition	$ -	$ -
District Extended School Care	$ 137.12	$ 259,281.87
District Interest Earnings	$ 901.87	$ 28,560.96
District Commissions	$ -	$ 55,327.48
District Damages to School Property	$ -	$ 426.48
District Lost Textbooks	$ 58.00	$ 805.09
District Misc Reimbursements	$ -	$ 69.00
Community Services	$ -	$ 1,820.00
District Contributions/Donations	$ -	$ 141,567.39
District Student Lunch, Bkft, Milk	$ -	$ 8,000.00
Athletic Admissions	$ -	$ 199,159.05
Athletic Advertising/Program Sales	$ -	$ 15,502.80
Athletic Concession Sales	$ -	$ 54,938.24
Athletic Fees/Penalties/Fines	$ -	$ 1,160.00
Athletic Supplies/Material Sold to Students	$ -	$ 1,654.00
Athletic Other Revenue	$ 4,406.45	$ 192,633.14
School Admissions	$ -	$ 19,962.13
School Concession Sales	$ -	$ 40,700.29
School Merchandise Purchased/Resale	$ 9,308.05	$ 636,151.69
School Student Clubs/Organiztions	$ 1,310.00	$ 147,596.58
School Student Store Sales	$ -	$ 11,556.01
School Other Activity Fund Receipts	$ 4,188.35	$ 347,752.60
District Cash/Change	$ -	$ 15,602.00
District Misc Revenue Transferred	$ -	$ 489.00
District Insuf Funds/Returned Checks	$ -	$ 1,870.89
TOTAL REVENUE	**$ 20,309.84**	**$ 2,182,586.69**

EXPENSES	***CUR MTH ACTUAL**	**YTD ACTUAL**
Prof & Tech Services	$ 1,500.00	$ 82,923.22
Property Services	$ 717.25	$ 29,657.56
Other Services	$ 3,884.50	$ 159,474.82
Supplies & Materials	$ 30,169.20	$ 1,316,601.35
Property	$ -	$ -
Other Objects	$ 6,436.18	$ 157,132.21
Other Uses of Funds	$ 560.90	$ 179,399.84
TOTAL EXPENSES	**$ 43,268.03**	**$ 1,925,189.00**
EXCESS REVENUES OVER EXPENDITURES	**$ (22,958.19)**	**$ 257,397.69**
FUND BALANCE - July 1, 2019		**$ 1,928,150.39**
FUND BALANCE - May 31, 2020		**$ 2,185,548.08**
		TRUE

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

Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	10,500.00		
Investments	$	(0.00)		
Interest	$	-		
TOTAL ASSETS			**$**	**10,500.00**

LIABILITIES AND EQUITY

Warrants Payable	$	-		
Total Liabilities			$	-
Unreserved				
Designated	$	10,500.00		
Undesignated	$	-		
Total Equity			$	10,500.00
TOTAL LIABILITIES AND EQUITY			**$**	**10,500.00**
				TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	$ -	$ -	$ -	$ -	#DIV/0!
Contributions/Donations	$ 14,500.00	$ 6,000.00	$ 18,500.00	$ (4,000.00)	0.00%
Fund Transfer	$ -	$ -		$ -	0.00%
Estopped Warrants	$ -	$ -	$ -	$ -	0.00%
TOTAL REVENUE	**$ 14,500.00**	**$ 6,000.00**	**$ 18,500.00**	**$ (4,000.00)**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	$ 14,500.00	$ -	$ -	$ 8,000.00	$ 6,500.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 14,500.00**	**$ -**	**$ -**	**$ 8,000.00**	**$ 6,500.00**

EXCESS REVENUES OVER EXPENDITURES	**$ 6,000.00**	**$ 10,500.00**
FUND BALANCE - July 1, 2019	**$ -**	
FUND BALANCE - May 31, 2020	**$ 10,500.00**	
	TRUE	

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

Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
May, 2020

ASSETS

Cash in Bank	$	16,092.96	
Accounts Receivable	$	-	
Investments	$	-	
Amts Provided/Compensation Balances	$	173,871.89	
Interest	$	-	
TOTAL ASSETS			**$ 189,964.85**

LIABILITIES AND EQUITY

Warrants Payable	$	229.24	
Accured Comp Balance/Old WC Claims	$	173,871.89	
Total Liabilities			$ 174,101.13
Restricted			
Designated	$	-	
Undesignated	$	15,863.72	
Total Equity			$ 15,863.72
TOTAL LIABILITIES AND EQUITY			**$ 189,964.85**
			TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
May, 2020

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements		$ -	$ -	$ -	#DIV/0!
Insurance Premium	$ 20,000.00	$ -	$ 20,000.00	$ -	100.00%
TOTAL REVENUE	**$ 20,000.00**	**$ -**	**$ 20,000.00**	**$ -**	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claim	$ 34,171.65	$ 50,000.00	$ 200.28	$ 18,307.93	$ (34,136.28)
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 34,171.65**	**$ 50,000.00**	**$ 200.28**	**$ 18,307.93**	**$ (34,136.28)**

EXCESS REVENUES OVER EXPENDITURES	**$ (200.28)**	**$ 1,692.07**
FUND BALANCE - July 1, 2019	**$ 14,171.65**	
FUND BALANCE - May 31, 2020	**$ 15,863.72**	
	TRUE	

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

LANCE GIBBS
Comptroller/Treasurer
580-215-0255 Ext 2047 PHONE
580-585-6405 FAX
lance.gibbs@lawtonps.org

DESIGNATION OF LAWTON PUBLIC SCHOOLS INVESTMENT ACCOUNT

The school district treasurer is authorized to establish an investment account for the period of:

June 26, 2020 to July 16, 2020.

The treasurer shall first determine which monies, during this period that cannot be used for the purpose for which they are to be expended and then place these monies in this investment account.

The school district treasurer is authorized by the Board of Education to buy and sell from the investment account in accordance with School Laws of Oklahoma, Section 664 at the highest possible rate of interest.

As of the opening date of this period,

The district's operating account balance is/was: **$ 6,001,494.39**

And the balance in the investment accounts are/were: **$ 47,968,720.88**

Approved at regular meeting of the Board of Education of the Lawton Independent School District No. I-8 at Lawton, Oklahoma on

Treasurer

INVESTMENT RATES:

Operating Accounts	Rate	Balance
Checking Account	0.10%	$ 4,783,868.45
Money Market	0.15%	$ 1,217,625.94
OLAP – Pooled Investments	0.55%	$ 47,824,762.94
STIFEL-	Variable	$ 143,957.94
BOK – Lease Purchase	0.01%	$ 11,769,263.42

Lawton Public Schools
Business Operations
Report of Activity Fund Custodian
June 25, 2020

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND EXPENDITURES:

1 Lawton Board of Education
FY20 to General Fund
$15,000.00 - BOE Reimbursement

2 Lawton Board of Education
FY20 Textbooks (lost)
$ 547.59 - Textbooks

3 Lawton Board of Education
FY20 AP Exam Fees
$11,043.00 - AP Exam

4 Lawton Board of Education
FY20 Credit Recovery Fees
$ 225.00 - District Testing

5 Lawton Board of Education
FY20 Balance Account
$ 1,395.95 - Child Nutrition Miscellaneous

6 Lawton Board of Education
X-Tended Time Tuition - Portion to board
$ 4,342.33 - Adams X-Tended Time Board
$ 5,400.89 - Almor West X-Tended Time Board
$ 2,030.89 - Almor West X-Tended Time Carryover Limit
$ 6,856.35 - Carriage Hills X-Tended Time Board
$ 1,558.78 - Carriage Hills X-Tended Time Carryover Limit
$ 7,063.26 - Crosby Park X-Tended Time Board
$ 440.10 - Crosby Park X-Tended Time Carryover Limit
$ 4,541.56 - Edison X-Tended Time Board
$ 3,862.26 - Eisenhower Elem X-Tended Time Board
$ 1,017.00 - Eisenhower Elem X-Tended Time Carryover Limit
$ 6,449.66 - Hugh Bish X-Tended Time Board
$ 2,549.53 - Hugh Bish X-Tended Time Carryover Limit
$ 7,214.31 - Pioneer Park X-Tended Time Board
$10,972.57 - Sullivan Village X-Tended Time Board
$ 4,254.11 - Sull Village X-Tended Time Carryover Limit
$ 6,800.85 - Whittier X-Tended Time Board
$ 63.07 - Whittier X-Tended Time Carryover Limit
$13,249.98 - Woodland Hills X-Tended Time Board
$ 2,324.79 - Woodland Hills X-Tended Time Carryover Limit

IF ANY TRANSACTIONS OCCUR BEFORE JUNE 30, 2019, THE AMOUNTS WILL BE ADJUSTED.

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND TRANSFERS:

	Acct. Credited	Acct. Debited	Purpose	Amount
1	TMS General	TMS Vocal Music	FY19 fundraiser expense	$207.00
2	FFA Horticulture	LHS Agriculture	Correct printing charges	$448.00
3	LHS Academic Team	LHS Student Council	Mr. LHS collections refund	$433.80
4	LHS Band	LHS Student Council	Mr. LHS collections refund	$147.05
5	LHS Cheerleaders	LHS Student Council	Mr. LHS collections refund	$64.62
6	LHS Drill Team	LHS Student Council	Mr. LHS collections refund	$487.09
7	LHS Spanish Club	LHS Student Council	Mr. LHS collections refund	$405.92
8	LHS Ethics (Srs 2020)	LHS Student Council	Mr. LHS collections refund	$169.16
9	LHS Scream Team (Srs)	LHS Student Council	Mr. LHS collections refund	$730.49
10	LHS Sports Media (Srs)	LHS Student Council	Mr. LHS collections refund	$34.57
11	LHS Seniors 2020	LHS Student Council	Mr. LHS collections refund	$60.83
12	LHS Vocal Music	LHS Student Council	Mr. LHS collections refund	$35.59
13	LHS Stage Production	LHS Student Council	Mr. LHS collections refund	$94.86
12	LHS Baseball	LHS Student Council	Mr. LHS collections refund	$154.42
13	LHS Softball	LHS Student Council	Mr. LHS collections refund	$257.05
14	LHS B Cross Country	LHS Student Council	Mr. LHS collections refund	$29.44
15	LHS Volleyball	LHS Student Council	Mr. LHS collections refund	$602.12
16	LHS G Cross Country	LHS Student Council	Mr. LHS collections refund	$29.44
17	MHS General	MHS Seniors 2018	Correction from FY19	$121.00

ADMINISTRATIVE PROCEDURES

For

STUDENT ACTIVITY FUND

2020 – 2021

Administrative Procedures
For
Student Activity Fund

General Administrative Procedures	Pages
Administration	1 - 4
Site Administrator's Responsibilities	5 - 6
Budget Process	7 - 8
Revenue	9
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School Activity Fund Reporting Process	
Site Custodian's Report	28 - 29
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Student Store/Concession Inventory	33 - 35
Ticket Reconciliation Process	36 - 38
Request for Field Trip	39
Activity Fund "Hot Spots"	40
Appendix A - Forms	
Appendix B – Board Policies	
Appendix C – Coding Examples	
Appendix D – Forms and Examples	

Administration

Authority for Activity Funds

Oklahoma statutes (70 O.S. 5-129A) require the board of education of each school district to adopt appropriate policies and regulations governing the receipt and expenditure of school activity funds. The law requires that a custodian be appointed to make a full and true accounting for all funds, which may come into his/her possession or under his/her control.

Board of Education

The Lawton Board of Education will exercise control over all funds on hand hereafter received or collected, as herein provided, from student or other extra curricular activities conducted in the school district. The board of education, at the beginning of each fiscal year, will approve all school activity fund subaccounts, all subaccount fundraising activities and all purposes for which the monies collected can be expended.

Activity Fund Custodian

The board of education shall designate an activity fund custodian. The activity fund custodian shall have oversight responsibility in implementing the prescribed system of accounting at each location throughout the district. Such records of receipts, expenditures, transfers, fund balances and other financial information shall be made available to administrators, custodians, sponsors, and to the general public.

Site Administrator

The principal of the school is designated as the site administrator and shall be responsible for the proper administration of the financial activities of each account within the fund in accordance with state laws, state board of education regulations, board policies, and administrative regulations. The site administrator can delegate the daily duties required to maintain the activity fund accounts.

Establishment and Amendment of Activity Fund Accounts

The establishment and amendment of all school activity fund accounts must be made with the approval of the board of education. This includes approval of the purpose and revenue sources of the accounts. Continuous accounts will be ongoing from one year to the next. These are approved prior to the beginning of the new fiscal year. To establish or amend an account, the site

administrator will be responsible for initiating the Establish or Amend Activity Accounts form (Appendix A-1).

Accounting System

The activity fund custodian or designee shall maintain an accounting system for all school activity funds. Such accounting system shall provide a complete record of receipts, expenditures, transfers, and fund balances of each account of the school activity fund. **School activity funds shall not carry a negative balance at anytime.**

Bank statement of school activity fund shall be reconciled on a monthly basis by the activity fund custodian or his/her designee. The school activity fund shall be balanced to the bank statement and any discrepancies noted shall be immediately resolved. Reconciled bank statements shall be kept in the business office.

Reporting

The activity fund custodian shall provide a report to the board of education at a regularly scheduled meeting each month presenting the financial information of each account of the school activity fund, including beginning balances, receipts, expenditures, transfers, and ending balances of each account for the previous month.

The activity fund custodian shall also provide a detailed report to the board of education at the end of the fiscal year showing beginning balances, receipts, expenditures, transfers, and ending balances of each account of the school activity fund as of the close of the fiscal year.

Investment Income

The school district treasurer or designee shall invest any available funds in authorized interest-bearing instruments/accounts as authorized and approved by the board of education policies and state statutes.

House Bill 1294 (1981) permits school activity funds to be deposited in interest-bearing accounts including certificates of deposit.

Oklahoma School Law (1983) Section 80 F (3) provides that the income from the activity fund investment account may be transferred to the general fund for general operations.

Audits

The board of education shall contract for an annual audit of all school district funds each fiscal year, which shall include all school activity funds. The original report of such audit shall be delivered to the superintendent and the board of education. The audit cost will be paid from the activity fund interest in LPS Miscellaneous Expense.

Bonding

The custodian is required to give a surety bond in such amounts as the board may deem necessary, but not less than $1,000. The premium of the surety will be paid from activity funds.

Change/Cash on Hand

General Cash on Hand:

Expenditure: One ATP will be issued by personnel in the business office at the beginning of the school year for those schools requesting cash on hand for their site. Money will be disbursed from Shoemaker Center.

X-60-910-55200-950-900-0000-000-353

Revenue: Elementary – redeposit by last day of May.
Secondary – Redeposit by the third Friday in June.

X-60-910-45120-000-900-0000-000-353

Extended Day Cash on Hand

Expenditure: One ATP will be issued by personnel in the business office at the beginning of the school year for those schools requesting cash on hand for the extended day program. Money will be disbursed from Shoemaker Center.

X-60-910-55200-950-900-0000-000-353

Revenue: Redeposit on a separate Statement of Credit by the day after the last day of school.

X-60-910-45120-000-900-0000-000-353

Child Nutrition Cash on Hand

Expenditure: One ATP will be issued by personnel in the business office at the beginning of the school year for all sites. Money will be disbursed at the cafeteria manager's meeting held at the beginning of the school year.

X-60-910-55200-950-900-0000-000-353

Child Nutrition Cash on Hand (cont'd)

Revenue: Redeposit on a separate Statement of Credit by the day after the last day of school.

X-60-910-45120-000-900-0000-000-353

SITE ADMINISTRATOR'S RESPONSIBILITIES

The principal is responsible for the overall management of the school's activity fund at the school site. The principal shall ensure:

1. Staff is properly supervised for compliance with school activity fund procedures, board policies and state laws.

2. Staff understands school activity fund procedures.

3. Assets of the school activity fund are safeguarded. To include:

    a. School activity fund monies.
    b. School activity fund equipment.
    c. Unused receipt books, unsold tickets, etc.

4. The combination to the school's safe is changed every time there is a change in key personnel. Only three individuals should have access to the school safe/vault. They are as follows:

    a. Principal.
    b. Financial/principal's secretary.
    c. Assistant principal/principal designee.

5. The financial/principal's secretary has ample time to perform the school activity fund duties.

6. Monies collected by the secretary are not counted in full view of other school personnel or students.

7. Deposits over $100 are deposited daily and deposits under $100 are deposited at least once a week in compliance with state law.

8. At the beginning of each year, applicable personnel are aware of the school activity fund procedures and consequences for noncompliance. Personnel to include:

    a. Financial/principal's secretary.
    b. Activity fund sponsors.
    c. Athletic coaches.
    d. Students.

9. New staff receives school activity fund training during the year.

10. School personnel receive and attend school activity fund training. The principal will notify the activity fund custodian whenever a new financial/principal's secretary is hired to start the training process.

11. Equipment and furniture control procedures are implemented.

    a. All school activity fund equipment and furniture either purchased or donated will be properly labeled with a district identification number and placed on the district's inventory list as prescribed by the district's fixed asset policy.

    b. Warranty documentation, owner's manuals and other information from the purchase of equipment must be kept in a file for easy access, inspection, or warranty work.

    c. Equipment purchased from the school activity fund must be easily located for inventory control. Therefore, all equipment must be checked-out to school personnel and returned when they are finished using the equipment.

BUDGET PROCESS

THIS PROCESS IS AVAILABLE FOR SCHOOLS TO USE AS A TOOL ONLY.
*****SUBMISSION TO DISTRICT-LEVEL PERSONNEL IS NOT REQUIRED*****

1. At the beginning of every school year, the financial/principal's secretary will begin the school activity fund budget process by filling in the appropriate headings on the School Activity Sub-Account Budget form (Appendix A-2) for each sub-account.

2. The financial/principal's secretary will fill in the budget period, school name, site unit number, the sub-account name, project number, and the beginning cash balance for each sub-account. (Part 1).

3. The secretary will then submit the budget form to the appropriate activity fund sponsor.

4. Each activity fund sponsor shall complete Part 2 of the budget form. The sponsor should develop the budget with the aid of student participants where feasible. The budget should be compiled using the list of board approved expenditures and fundraisers listed in the expenditure section of this book.

5. The activity fund sponsor for each sub-account will then add the beginning cash balance (Section A) plus the estimated revenues (Total Section B) to determine the total estimated cash available for expenditures (Section C).

6. The activity fund sponsor will list all expenditures with estimated amounts for the school year (Section D) of the budget form.

7. The activity fund sponsor will determine the estimated ending cash balance (Section E). (Total cash available - Section C, less total expenditures - Section D).

8. Once the activity fund sponsor has completed the budget and signed Part 3, the budget is then submitted to the secretary.

9. The secretary will submit the completed school activity fund budget to the principal for approval. The principal will sign in Part 3 upon approval.

10. Schools must use the exact sub-account name and project number when developing budgets. Schools are not permitted to use different names and numbers other than what is listed in board approved accounts.

11. Sub-accounts must be used in the manner for which it was created –i.e., Art Club sub-account is for monies raised and expended for the purpose of operating that organization. Dues and fees for operating a student council cannot be posted to this account.

12. When developing the budget keep in mind that certain fundraisers and expenditures are not allowed by Oklahoma law and board policy. These include but are not limited to:
    a. Games of chance, excluding raffles.
    b. Political contributions.
    c. Individual memberships.

13. Money from the activity fund accounts shall be spent according to the budget developed at the beginning of the school year.

REVENUE

General Revenue Sources

The following are general revenue sources for approved school activity fund accounts:

1. Activity or extracurricular events
2. Concession sales
3. Merchandise purchased for resale
4. Investment income
5. Fundraising activities
6. Special events
7. Vending machine and picture commissions
8. Rentals and reimbursements
9. Contributions and donations
10. Tuition and fees

Other revenue sources are noted in the individual account information for each school activity account. Any additional sources of revenues may be utilized upon request of the school district administration and approval by the board of education.

Carryover

A carryover of revenues from one year to the next is authorized for continuous accounts but is limited to the specified purposes of the account.

Excess Revenues

The board of education may direct in writing that any balance in excess of the amount needed to fulfill the purpose for which an account was established may, after consultation with the school principal or custodian of the school account, be transferred to another account by the custodian. In this manner an account may be closed. All transfers require board approval.

Excess revenues may be transferred from a continuous account and must be transferred from a temporary account into another activity account or into the district's general operational fund either at the request of the building administrator with the approval of the board of education or by the board of education.

Fund-Raising Activities

All schools will adhere to the fundraising guidelines stated in the Board of Education Polices and Procedures, (Appendix B) section FJ and FJA concerning fundraising.

The board of education has designated the following activities as approved fundraisers for the school activity fund:

Admission to miscellaneous student events
Advertisements
Athletic camps
Auditions
Book fairs
Candy, food, soft drink sales
Caps and gowns
Carnivals
Contributions and donations
Costume and clothing rentals
Flowers, plants, etc.
Group trips
Holiday fundraisers
Homecoming activities
Key chains
Magazine and periodical sales
Membership dues, fees and registrations
Miscellaneous clinic fees
Miscellaneous food items
Mugs, cups, glasses
Newspaper sales
Posters
Prom tickets
Senior dinner/breakfast
School pictures
Speaker fees
Spirit items
Student store sales
T-shirts, sweatshirts, etc.
Talent shows
Trip fees
Workshops
Yearbook Sales

Additional fundraiser items are listed in the individual activity account information in this manual. Other fundraising events, which are not listed in the individual activity account information, should be approved by the board of education as authorized fundraising events.

Permission to Have School Activity Fundraiser

1. The activity fund sponsor must first determine the following before a fundraiser can begin:

    a. Is the fundraiser a board approved fundraiser?

2. If the answer to the above question is yes, then the activity fund sponsor must complete and submit the Permission for Activity Fundraiser form (Appendix A-3) to the principal for approval.

3. The following documentation must be attached to the permission form before submitting to the principal for approval:

    a. Completed Activity Purchase Order and Authority To Pay Voucher (ATP)(Appendix D).

    b. The fundraising agreement or order forms. The fundraiser must be approved before this can be sent to the vendor. Principal must give initial approval of activity before agreement/contract is approved by the board of education.

    c. **REMINDER: All agreements/contracts must be submitted to the clerk of the board for approval by the board of education before fundraiser begins. Approved agreements/contracts will be returned to the building financial secretary after board approval. Agreements/contracts needing board approval must be submitted 10 days before the scheduled board meeting.**

4. After the principal's final review and approval, the activity fund sponsor can begin the fundraiser.

5. Upon approval, the principal will forward a copy of the approval documentation listed above to the financial/principal secretary to be maintained in that office for audit purposes.

6. The activity fund sponsor will comply with all activity fund procedures for the fundraiser.

Student Participation in Fundraising Activities

1. When school fundraising activities involve the sale of products outside of the school, principals must:

    a. Secure written parent permission for a student to participate in the fundraiser activity.

    b. Inform parents that students participating in fundraising activities are discouraged from selling door-to-door.

    c. Advise parents that if they permit their student to sell "door-to-door" the student should be accompanied by an adult.

2. If a student owes money from a previous fundraiser, he or she will not be allowed to participate.

3. Money collected from students participating in fundraising activities should be returned to the site in the form in which it was collected; i.e. do not accept checks from the parent for a portion/total of the activity.

Record keeping for Fundraisers

1. The activity fund sponsor will track fundraising items given to each student:
   - Dollar amount of fundraising items given to each student.
   - Dollar amount of fundraising items returned by student.
   - Dollar amount of items sold by student.
   - Date monies are received from student for items sold.
   - Total dollar amount collected from each student.
   - Remaining dollar amount due from student.

2. The Fundraiser Record Keeping Form (Appendix A-4) will be totaled and agreed with daily deposits. A **copy** of the said form will be given to the financial secretary with the daily deposit. The secretary will file the Fundraiser Record Keeping Form with the deposit information. The form and deposit must agree. See example Appendix C.

Payment of Fundraisers

1. Any unsold fundraising items will be returned to the vendor before the fundraising bill can be paid.

2. The fundraising bill must be paid in a timely manner to avoid any late charges or finance charges.

3. The fundraising bill must be paid before the profits are spent.

Reconciliation of Fundraiser

1. When the fundraiser is completed, the secretary can print the project details report to assist in preparing the Profit/Loss Form (Appendix A-5).

2. The Profit/Loss Form must be signed by the principal and sponsor and stapled to the fundraising approval documentation. The process for the Profit/Loss Form is in the profit/loss section of this manual.

RECEIPTS AND DEPOSITS

Funds shall be deposited to the credit of the sub-account maintained for the benefit of the particular activity within a school activity fund.

The principal is responsible for ensuring deposits are made in compliance with state law. State law requires deposit of funds shall be made by the end of the next business day; however, if the deposit for a day totals less than One Hundred Dollars ($100.00), a school district may accumulate monies required to be deposited into the fund on a daily basis until the total accumulated balance of deposits equals or exceeds One Hundred Dollars ($100.00). Provided, a school shall deposit accumulated monies into the fund not less than one (1) time per week, regardless of whether the monies total One Hundred Dollars ($100.00). Money shall not, however, be left overnight in schools unless the school has a vault.

The finance office at Shoemaker Center will issue pre-numbered receipt books to the individual school sites. The site administrator or designee will issue the receipt books to individual sponsors. The site administrator or designee will maintain a Receipt Book Issue Log (Appendix A-6) of all receipt books issued. The log includes:

- The name of the activity sponsor to receive the receipt book. (Only one receipt book should be issued per sub-account).
- The sub-account name and number.
- Date.
- Receipt number range.
- Last date the receipt book was checked in.

At the end of the year the receipts will be turned over to the secretary and logged into the Receipt Book Issue Log as returned. The log and receipt books will be maintained by the financial secretary for audit purposes.

In the following instances, a pre-numbered receipt does not need to be issued to every individual:

- Concession sales.
- Daily food sales.
- Student store sales.
- Ticket sales.
- All receipts under $10.00. However, a Teacher/Sponsor Receipt List form is required (Appendix A-7).
- Liquidation of investments.
- Returned check redeposits.
- Transfers between sub-accounts.
- Bank errors.
- When closing out one bank account and opening a new bank account.

Completion of Receipts

All receipts and logs of money collected should be completed in ink and signed by the person receiving the funds. Amounts should be verified in the presence of the remitter. Duplicate receipts should be maintained in the receipt book. Original receipts should be distributed as follows:

a. Sponsor's Receipt issued to students/parents: The original receipt will be given to the student/parent and the duplicate will remain in the receipt book.

b. Principal's Receipt issued by financial secretary: The original receipt will be stapled to the corresponding sequence of student receipts in the Sponsor's Receipt Book. The duplicate receipt will remain in the Principal's Receipt book.

Whenever a receipt is voided, for any reason, the receipt must be retained in the receipt book for inspection. The word "VOID" shall be clearly written across the face of the receipt.

Sponsor's Receipt to Students/Parents:

Collections under $10.00: If the amount collected is less than $10.00, the sponsor may opt to maintain a Receipts Under $10.00 form (Appendix A-7) which lists student names and amounts remitted in lieu of individual pre-numbered receipts. The form should be totaled and signed by the person collecting the funds. A receipt for the "Under $10.00 Collections" should be receipted into the Sponsor's Receipt Book weekly. The original receipt should be stapled to "Receipts Under $10.00" form. This deposit should be added to the total daily deposit presented to the financial secretary. The financial secretary should maintain the original form for documentation purposes.

Collections in excess of $10.00: Each sponsor of a school activity fund shall issue individual receipts for student collections, which are in excess of $10.00. He or she will issue a receipt showing the date, receipt number, payer's name, purpose for which the money is being paid, and the amount. The sponsor will sign the receipt and give the original copy to the remitter. Duplicate receipts shall be maintained in the receipt book. The receipt book should be presented to the financial secretary with the funds to be deposited. The secretary should reconcile the deposit to the receipt book. **The deposit must agree with the applicable sequence of receipts in the Sponsor's Receipt Book.** The secretary should issue a pre-numbered receipt from the Principal's Receipt Book to the sponsor verifying the amount to be deposited.

The receipt should include the date, amount, sponsor name, purpose of funds, activity fund account name and the corresponding sequence of student receipt numbers. The secretary and sponsor should sign the principal's receipt. The secretary should staple the original principal's receipt to the corresponding sequence of receipts in the Sponsor's Receipt Book.

Student sales: The sponsor or staff member is required to issue a receipt to the student when money is turned over to the school staff member for student sales. See instructions for completing receipts above. Sales of school supplies are exempt from this requirement.

Principal's Daily Deposits

At the end of the day the secretary will deposit all monies receipted for the day in compliance with board policies, state laws, and school activity fund procedures. Procedures are as follows:

1. The secretary will reconcile the amount of monies received for the day with the Principal's Receipt Book. The amount of money received should match the amount receipted in the Sponsor's Receipt Book.

2. Complete the Statement of Credit forms, which are ordered through the Instructional Media/Technology Center. The Statement of Credit is to be completed in three copies with each revenue source listed separately. The secretary should ensure that the Statement of Credit includes the correct OCAS revenue source code (Appendix C), the correct sub-account name and account number, and the origin of funds. All receipts for one day can be deposited on one Statement of Credit – it is not necessary to make separate deposits for each account or receipt.

3. Along with Statement of Credit form, the bank deposit slip should also be completed. Remember to stamp your school check endorsement on the bank deposit slip and include **one** stamped calculator tape. The deposit slip should include the following:

    a. Date of the deposit.
    b. List the receipt range from the Principal's Receipt Book that makes up the deposit.
    c. List the amount of monies to be deposited.

4. The secretary will verify that the money totals and receipt totals agree and initial the deposit slip for verification.

5. The Statement of Credit and the deposit slip should be distributed as follows:

    a. White and yellow copies of the Statement of Credit and of the deposit slip should be included with the deposit in the bank bag.
    b. The secretary should file pink copies of the Statement of Credit and deposit slip.

6. The secretary will maintain a ledger containing deposits and expenditures by day. This ledger should be balanced to the computer-generated Activity Fund Summary and Project Details report at the end of each month. A Month-End Reconciliation Report form (Appendix A-8) should be completed and filed with your monthly report.

Lost or Stolen Money

Any monies lost or stolen due to negligence or noncompliance shall be repaid by the person(s) who had care, custody and control of the funds at the time the funds were lost or stolen.

Monies collected for the school activity fund by any district employee is not the property of the district employee and cannot be diverted for any purpose, temporary or otherwise. All monies raised must be receipted and deposited.

All monies raised by an organization will be receipted and submitted to the financial secretary on a daily basis. The financial secretary will make deposits in compliance with state law.

Check Cashing

Exchanging or cashing checks from money that has been collected is prohibited.

Failure to comply with Lawton Public Schools activity fund procedures could result in disciplinary action and/or termination.

COLLECTION OF FEES AND TUITION – X-TENDED TIME

See Separate Manual.

EXPENDITURES

Disbursements from activity accounts will be made by check signed by activity fund custodian and countersigned by assistant custodian/treasurer, positions appointed by the board of education. Such funds will not be used for any purpose other than that for which the account was originally created or amended.

New Vendors

All vendors will be established through the purchasing department. Before entering into an agreement with an individual or company, there are forms and information necessary to be completed before a vendor can be established. (Appendix A-12, A-12a, A-12b, A-12c) ATP's can not be issued without a pre-issued vendor number.

Contracts/Agreements

The board of education is the approving authority for all obligations of the school district. No employee has the authority to sign any document on behalf of the district. Rentals, fundraisers, consultants, DJ services, are just a few examples that usually have a contract or agreement. All contracts/agreements must be submitted to the clerk of the board for approval by the board of education before the order is placed or arrangements are made on behalf of the district. Approved agreements/contracts will be returned to the building financial secretary after board approval. Approved agreement/contract should be attached to ATP when submitted for payment. Agreements/contracts needing board approval must be submitted 10 days before the scheduled board meeting.

Purchases

1. All Activity Purchase Order and Authority to Pay Vouchers (ATP's) (Appendix D) should be approved and signed by site administrator prior to ordering goods/services.

2. After the ATP is signed by the site administrator the order may be placed (at the building site).

3. Purchases of $750 to $7,499.99 for a single item of a non-recurring nature are required to have three written price quotes **prior** to purchasing the item. The quotes must be attached to the ATP when it is submitted for payment.

4. A single item in excess of $7,500 will be formally bid by the purchasing department. The completed ATP is to be submitted to the activity fund custodian **prior** to the item being purchased. The activity fund custodian will submit the request for approval at the next board meeting. If the board approves the purchase, the approval date will be noted on the ATP, which will be returned to the principal to place the order. When the order is satisfactorily completed, the invoice will be attached to the approved ATP and sent to the activity fund office for payment.

5. Original ATP with invoices attached should be forwarded to Shoemaker Education Center, attention Activity Fund for payment.

Expenditures/Payments

1. Clothing worn by coaches is not furnished by the district. Items such as sweaters, jackets, etc. are obtained by each coach at his or her own expense. Separate accounts may be set up in order that coach's items can be purchased if coaches, not students, earn the funds.

2. Gifts shall not be purchased from any account where funds have been generated by student participation in fundraising activities. Flowers/gifts for sympathy or as a gratuity may be purchased from a subaccount only if the funds were collected or donated for that specific purpose, and the original purpose approved by the board of education stated that the subaccount will be used as a clearing account for such funds.

3. Advances from the school activity accounts shall be made to sponsors only when they are accompanying students to an activity. Funds shall not be used to purchase meals for staff members/adults unless they are accompanying students in a supervisory capacity or unless they are attending an event as a representative of the district.

4. For advances, a check will be made payable to the activity fund sponsor who shall sign the ATP acknowledging responsibility for the funds. Provided; however, that **within forty-eight hours** upon completion of the trip, the activity fund sponsor must submit any unused funds, along with itemized invoices and/or receipts, to the secretary to account for the full amount advanced prior to the trip. A copy of the Statement of Credit along with the original receipts will then be forwarded to the activity fund office. Activity fund sponsor further understands that he/she will be held personally liable for any shortage of funds.

5. Checks for building change – See first section "Administration."

6. Use of personal funds by principals and other staff to purchase school materials ***should be minimized***. All ATP forms require an itemized invoice and a detailed description of the purchase on the front of the form with the correct coding. The Claim for Reimbursement form (A-11) should be completed and signed by employee. If principal is the one seeking reimbursement, the supervisor at Shoemaker Center will have to approve.

7. Employees planning reimbursement from activity fund for travel expenses should complete the Professional Leave and Claim for Reimbursement form (Appendix D). All expenses relating to that travel should be claimed on this form. The building principal/designee will need to approve before it is submitted to Educational Services Division at Shoemaker Center for approval. Once approval has been received, the school financial secretary should prepare the ATP for reimbursement to the employee. The claim portion (right-hand side) of the Professional Leave form should be filed within 10 working days after the expenses have been incurred.

8. Payment for equipment, materials, staff development workshops and conference expenses with activity funds is authorized if these expenditures are specified on the "purpose" of the account.

9. A completed ATP form with the appropriate invoices will be submitted for payment. Invoice numbers should be entered on the form along with a description of the items being bought.

10. A "Standing" ATP can be issued for any vendor to which we make several payments throughout the year. Any orders made against the "standing" will follow the same ordering procedures. Invoices submitted for payment using the "standing" ATP will require 3 signatures, the third signature is the financial authorization (just like signing an original ATP every time). The "Standing" ATP needs to be board approved prior to orders being placed. Vendor name and estimated amount of expenditures must be in activity fund office 10 days before the scheduled board meeting.

11. Schools and sponsors will find it necessary to plan carefully in advance so that fundraising and collecting are completed early enough to allow time for making deposits, properly placing orders and making payments as indicated in the previous section. This is especially true when a sponsor needs an advance.

    a. ATP forms, which require no special handling, will normally be paid within 10 days after they are received by the activity fund clerk.

b. Orders that exceed $7,500; i.e., yearbooks, cheer/dance clothing, will need board approval prior to the order being made. That ATP will be considered a "Standing", we will make partial payments throughout the year. Once the board has approved the order, there would be no need for further board approval for payments. Order information must be in activity fund office 10 days before the scheduled board meeting.

   In the event the order wasn't approved prior to ordering, any payment over $7,500 will need board approval before payment can be made.

c. Purchases of a SINGLE item, which exceed $7,500, require board approval **PRIOR** to ordering. These purchases must be in the activity fund office 10 days before the scheduled board meeting.

d. Each school sponsor should audit and balance their books with the Project Details Report and the Outstanding Batches Report on a monthly basis. The reports are available from the school financial/principal secretary through Report Manager. The activity fund custodian should be called immediately if there is a discrepancy.

12. Proper invoices must be attached or the ATP will be returned. Payment **cannot** be made from a company statement. We must have an itemized invoice. Hand-written changes on the invoice are not acceptable. Company must provide a separate credit invoice or a corrected invoice for the order to balance. If no invoice is available, a signed document should be attached to the ATP. The document should explain why there is no invoice and the reason for the expenses and must be signed by the principal and the sponsor.

    When filing for a reimbursement, itemized receipts and a completed Claim for Reimbursement form (Appendix A-11) must be attached to the ATP. We will not reimburse for any lost receipt. Disbursements will be made by check signed by activity fund custodian and countersigned by assistant custodian/treasurer, positions appointed by the board of education. Checks will be issued at the district-level activity fund office from ATP's signed, not initialed or stamped with a facsimile, by principals and sponsors. Invoices to support each check issued will be attached to each voucher. ATP's, issued for purposes other than to pay invoices, will contain a detailed statement indicating the purpose for the payment; i.e., advances. Paid vouchers will be filed in the activity fund office at Shoemaker Education Center for future reference.

Wages or services paid from the Activity Account

Wages paid to employees of LPS are considered taxable wages. This includes all wages, which are currently being paid through the activity fund for services rendered to the district regardless of their nature.

Because of the need to collect income and social security taxes on these wages, payment will be made through the payroll system. The account that is paying for the service will cover the employer matching FICA tax and teachers retirement (if applicable).

To pay for services rendered by a district employee using activity funds, the situation must be approved by Human Resources Department prior to the service being performed. Request for Payment of Services District Employee (Lavender form Appendix A-10) should be completed and sent to the activity fund custodian. Employees will receive payment through the payroll department on the 10th of the month following completion of services rendered. The Request for Payment of Services form should be sent to activity fund custodian by the end of the month services were completed. The activity fund custodian must have all paperwork submitted to payroll department by the last working day of the month so that payments can be made on the 10th of the following month.

Payments made to non-district employees for services rendered and related expenses require a social security or taxpayer identification number (Appendix A-12a). If the number is not provided, 30% of the services rendered or labor and materials will be withheld for backup withholdings as required by law. (Note: The vendor number will not be assigned without the W-9 form being completed by the individual or organization.) An IRS Form 1099 will be issued for services in excess of $600 per year. Wages and expenses paid to non-district employees require the following procedures:

1. Complete an ATP with the appropriate activity fund account number.

2. Attach an invoice from the individual or organization.

MISCELLANEOUS

Check Cashing

Personal checks of school employees and students are not to be cashed from available cash collections. The activity fund is not a bank, and all revenue collected should be deposited in its original form.

Contribution to Charities

Contributions to charitable organizations can only be made with prior approval from the building principal and the district activity fund custodian. These contributions can only be made from funds raised for that specific purpose and the club majority vote. Funds raised shall not be used to make any donation unless the donor has a clear understanding that they are to be used as a donation to a specific group.

Contributions or Donations from Individuals or Groups

Contributions or donations received from foundations, individuals, or organizations for which no repayment or special service to the contributor is expected.

For contributions/donations of $100.00 or more the Donation Form (Appendix D) should be completed and the yellow copy sent with the deposit and the white copy given to the contributor. The form can be completed for contributions/donations less than $100.00 if the contributor would like a copy. If the purpose of the contribution/donation is going to be drawn out over a period of time, the deposit should be made to the Designated Contributions/Donations account #984. There might be a time when an accounting of the contribution/donation would need to be provided to the contributor.

Faculty Fund

Faculty funds may be included in school activity funds or kept in a bank chosen by the school. Faculty funds are subject to audit at the district's discretion.

1. Faculty funds may be raised by contributions from faculty members, profits from garage sales, and faculty/lounge coffee sales. The faculty is not authorized to conduct sales to students or to advertise to the students' parents if the funds are going to the faculty fund.

2. Gifts purchased for retiree's and employees should be paid from this account.

Grants (this is not a donation)

Funds received that were REQUESTED from foundations, individuals, or organizations that we must do something for the contributor. (i.e., usually an application that someone has completed to explain the purpose of the request, how the funds will be spent, and then file a report to prove how the funds were spent.)

Call the finance/business office at Shoemaker Center.

Jury Duty

Jury duty checks are to be endorsed and turned into the payroll department for verification of jury duty leave. Payroll will keep a copy of the check and give the original check to the district treasurer or designee to be deposited to the board of education reimbursement account. In the event mileage is paid on a jury duty check, mileage reimbursement will be returned to the employee.

Receipts for Damages to School Property

Funds received for payment or reimbursement of lost equipment, breakage or repair of equipment purchased with district funds shall be deposited to the Board of Education Reimbursement account (Project 863, Source of Revenue 41530, Site 353).

Receipts for Lost or Damaged Textbooks

Funds received for payment or reimbursement of lost or damaged textbooks shall be deposited to the Board of Education Textbook account (Project 945, Source of Revenue 41590, Site 353).

Returned Checks

It is the responsibility of the check writer to notify the LPS finance office of the returned check. Upon notification of the returned check arrangements will be made to make restitution. There will be a $25.00 Returned Check Fee assessed on all returned checks. All restitution will be made in the exact amount of the check plus the fee. All restitution will be paid in cash or by money order. No personal checks will be accepted. Upon completion of the check processing by LPS, and no contact has been made by the check writer, the check will be turned over to the Comanche County District Attorney's Office. Once the check has been taken to the District Attorney's office, LPS can no longer accept restitution. These checks will then be charged back to the original account in which they were deposited. If that account does not have sufficient funds to cover the returned check, the school's general account (850) will be charged for the check. After restitution has been received, the funds will be redeposited back into the appropriate account. If no restitution is made, the check writer's name will be added to a list in which we will no longer accept checks for payment of any services. **Schools should not attempt to collect returned checks under any circumstances. Please send the check writer to the district finance office.**

Student Fees

Students should not be charged a fee to participate in an activity, but may be required to place a refundable deposit for items such as uniforms for band, cheerleading, drill team, etc. The deposit or a portion of the deposit may be used to clean, repair or replace the items it was intended to cover if those items are not returned in acceptable condition.

Technology-Related Equipment and Software

ALL purchases relating to technology (i.e., audio visual, sound equipment, speakers, etc), computers and software/licenses MUST be approved by the Instructional Media/Technology Center BEFORE ordering. Forward the ATP to the Media Center and they will contact you with any questions or concerns and notify you of approval.

Transfers See following page(s).

Transportation Accounting

A bus request form should be accurately completed in order for the correct account to be charged. Non-instructional trips will be charged to the appropriate account number. All activity trip transportation charges will show on your monthly report with the reference number beginning with TR.

Travel Out-of-State

All travel, which involves the expenditure of district funds or activity fund money and takes students out of the state of Oklahoma, shall be approved by the board of education PRIOR to the initiation of any activity connected to said trip. A Request for Field Trip form (Appendix A-15) shall be submitted to the building principal and forwarded to the executive director of elementary/secondary schools. This form will be presented to the board of education at the next regular meeting for approval. The request should outline the scope of the activity, the dates of its occurrence, the number of students and teachers involved, the number of school days students and sponsors will be absent from school and the total amount of funds to be expended on the activity.

Record Keeping

All receipts, deposit slips, picture folders and other financial records should be kept in the school for audit purposes. Sponsors will turn in all fundraising/activity documentation to the site financial secretary at the end of each fundraiser/activity. The financial secretary will verify and forward to site administrator for approval. All records should be kept on file for a minimum for five (5) years in addition to the current year. Only the June 30 report needs to be kept.

TRANSFER OF FUNDS

Monies from school activity accounts may be transferred to other approved school activity accounts. Transfers shall be made upon request by the account sponsor and approval by the site administrator.

A. Money remaining in an account after the purpose has been served may be transferred to another account.

B. The Transfer of Funds Form (Yellow form Appendix A-16) must be completed, and approved by the board before a transfer can occur.

C. Athletic accounts are designated for specific athletic purposes. Funds within Athletic Account 840 can be reassigned between sports (OCAS program account codes) without needing board approval. If funds are to be transferred for a non-athletic purpose, the request must have board of education approval before the transfer can be made.

D. The individual(s) who creates a negative balance in any sub-account, for whatever reasons, will be held responsible for causing the negative balance and will be held personally liable.

E. Any transfer of excess balances in an account shall be subject to approval by the board of education, as required by state statutes (70 O.S. & 5-129A).

SCHOOL ACTIVITY FUND REPORTING PROCESS

Site Custodian's Report

Month-End Reporting

When submitting school activity fund statements, the following process should be followed:

IMPORTANT NOTICE: **School staff is required to comply with all applicable state statutes, board policies, and school activity fund procedures regarding school activity fund reporting. Staff is responsible for understanding this requirement.**

1. The financial/principal secretary, on at least a monthly basis, should retrieve the Activity Fund Project Summary and Project Details Reports from the LPS intranet Report Manager. The Outstanding Batches Report is also needed to reconcile financial records.

2. The financial/principal secretary must reconcile the school's records to the reports from Report Manager. Month-End Reconciliation Report Form (Appendix A-8) is provided for assistance:

Part 1 – School Records

Line A: Enter the ending balance from the secretary's spreadsheet.

Line B: Enter any differences recorded in the Activity Fund Project Details report, but not yet recorded in the secretary's spreadsheet. This would include any unrecorded deposits, checks, transfers, corrections or other miscellaneous adjustments.

Line C: Calculate the Adjusted Balance – School Spreadsheet by taking the sum of Lines A and B.

Part 2 – System Records

Line D: Enter the ending balance from the Project Details report.

Line E: Enter any differences recorded in the secretary's spreadsheet, but not recorded in the Project Details report. This would include items from the Outstanding Batches report and any unrecorded deposits, checks, transfers, corrections or other miscellaneous adjustments.

Line F: Calculate the Adjusted Balance – Project Details Report by taking the sum of Lines D and E. The amount in Line C should agree with the amount in Line F.

Part 3 – Signatures

The financial secretary should sign the reconciliation form when completed.

The principal should review the reconciliation form and sign the report as proof of review.

3. The secretary should complete the Monthly Checklist for Activity Accounts (Appendix A-9) at the end of each month. The checklist requires that the secretary complete the checklist and attach the following reports:
   a. A copy of the spreadsheet for account.
   b. A copy of computer-generated reports from Report Manager.
   c. A copy of Month-End Reconciliation Report Form (Appendix A-8)(if used).
   d. All Ticket Reconciliation forms (Appendix A-14).
   e. All completed Profit/Loss forms (Appendix A-5).
   f. Concessions/Student Store Inventory and Profit/Loss forms (Appendix A-13a & A-13b).

4. The financial/principal secretary should sign the Monthly Checklist for Activity Accounts (Appendix A-9) upon completion and submit the completed form with the attached documents to the principal for review each month.

5. Each month, the principal should review the monthly financial statements. The original reports from Report Manager should be verified against the secretary's spreadsheet to ensure the adjusted balance is the same.

Activity Fund Sponsor's Review

1. The financial/principal secretary will submit on a monthly basis a printout of the appropriate sub-account detail to each activity fund sponsor.

2. Each activity fund sponsor will compare the information on these reports for correctness. If there are any questions about the information, the activity fund sponsor must reconcile with the financial/principal secretary to resolve any discrepancies.

End-of-Year Reporting

The following reports are to be maintained in the business office/activity fund office for the external auditor:

a. A copy of the June bank statement.
b. A copy of the June reconciliation.
c. June 30th computer-generated summary of each account.
d. Fiscal year check registers
e. Fiscal year receipt registers.
f. Listing of all outstanding checks.
g. Fiscal year journal entries (basement charges, transportation charges, transfers, corrections, etc.)
h. Board agendas.

School Activity Fund Profit/Loss Process

When a fundraiser is completed the following process should be followed to verify that the fundraiser has produced a profit. (Profit/Loss Form Appendix A-5).

Important Notice: School staff is required to comply with all applicable state statutes, board policies and school activity fund procedures regarding the purchasing and receipting procedures. Staff is responsible for understanding this requirement.

Part 1 – Company Information – Potential Profit

A. List the total amount of money that would be collected if all the products were sold. This information should be available from the fundraiser company usually from a computer printout listing items sold and prices and the total amount to be collected. If this information is not available from the company, multiply the total number of items purchased by the sales price of the merchandise purchased. This will give you the total amount to be collected.

B. List the cost of the items to be sold. This amount would be the amount due on the fundraising company's invoice.

C. Calculate the Potential Net Profit by subtracting Line B from Line A.

D. Calculate the Potential Profit Percentage by dividing Line C by Line A.

Part 2 – Adjustments to Potential Profit

E. List Amounts Not Remitted To Sponsor By Students. The amount listed here should be sales value of the product not cost of the product.

F. List any additional Miscellaneous Adjustments to the amounts invoiced on Line B. The amounts used here should also be sales value not product cost.

G. Calculate the Adjusted Net Profit by adjusting Line A by Lines B, E & F. This amount should agree with the amount deposited by the sponsor.

Part 3 – School Information

H. List the total amount deposited during the fundraiser. This amount should come from the computer-generated Project Details report.

I. List the total amount actually paid to the fundraising company. This amount should come from the computer-generated Project Details report.

J. Calculate the Actual Net Profit by Subtracting Line I from Line H. This amount should match the amount on Line G - Adjusted Net Profit.

K. Calculate the Actual Percentage Profit by dividing Line J by Line H. This amount should agree with the amount in Line D - Potential Profit Percentage.

Part 4 – Signatures

The sponsor should sign and date the form when completed and then forward to building principal for review, signature and date.

The financial secretary should sign the Profit/Loss Form when completed.

Student Store/Concession Inventory

An efficient control over inventory in a concession or student store is essential for a profit-making venture. A regiment properly tracking the purchase and sale of items establishes an efficient control over inventory. A Concession/Student Store Inventory and Profit/Loss form (Appendix A-13b) should be completed after every concession. A copy of this form will be kept with Principal's Receipt Book. Student store inventory should be completed on a monthly basis using the Student Store/Concession Inventory and Profit/Loss form (Appendix A-13a). The following procedure for a concession or student store inventory is mandatory. See example in Appendix C.

Student Store A-13a

Column A: Item Name - List a description of each item for sale.

Column B: Beginning Inventory - Enter quantity of each item on hand before sales and purchases. This amount should equal the previous ending inventory.

Column C: Items Purchased - Enter the quantity of each individual item purchased.

Column D: Items Sold - Enter the quantity of each individual item sold.

Column E: Ending Inventory - The quantity on hand after purchases and sales. Add Column B (Beginning Inventory) and Column C (Items Purchased) and Subtract Column D (Items Sold). This number will be a perpetual inventory number.

Column F: Physical Count – Enter the quantity of each item on hand at the end of the period.

Column G: Difference in Inventory – Items that have been destroyed, lost, spoiled, or given away. The number items are listed here with written explanation at the bottom of the form. Account for any differences.

Column H: Total Sales – Enter the dollar value of items sold. Multiply the quantities in Column D (Items Sold) by the quantities in Column L (Sale Price).

Column I: Cost of Product – Enter the amount paid for each item sold.

Column J: Cost of Good Sold – Multiply the amount in Column D (Items Sold) by the amount in Column I (Cost of Product). This is the total cost of items sold.

Column K: Value of Ending Inventory – Multiply the amount in Column F (Physical Count) by the amount in Column I (Cost of Goods Sold) to establish the value of the ending inventory.

Column L: Sale Price – List the sale price of each item for sale.

A **Concession**/Student Store Inventory and Profit/Loss form (Appendix A-13b) should be completed after every concession. A copy of this form will be kept with Principal's Receipt Book.

Part 1 of A-13b

Column A: Item Name - List a description of each item for sale.

Column B: Sales Price - List the sales price of each item for sale.

Column C: Beginning Inventory - Enter quantity of each item on hand before sales and purchases. This amount should equal the previous ending inventory.

Column D: Items Purchased - Enter the quantity of each individual item purchased.

Column E: Items Sold - Enter the quantity of each individual item sold.

Column F: Ending Inventory - The quantity on hand after purchases and sales. Add Column C (Beginning Inventory) and Column D (Items Purchased) and Subtract Column E (Items Sold). This number will be a perpetual inventory number.

Column G: Difference in Inventory – Items that have been destroyed, lost, spoiled, or given away. The number of items is listed here with written explanation at the bottom of the form. Account for any differences.

Column H: Total Sales – Enter the dollar value of items sold. Multiply the quantities in Column E (Items Sold) by the quantities in Column B (Sales Price).

Column I: Cost of Product – Enter the amount paid for each item sold.

Column J: Cost of Good Sold – Multiply the amount in Column E (Items Sold) by the amount in Column I (Cost of Product). This is the total cost of items sold.

Part 2

Money In the Cash Box – Enter the amount of money in the cash box. This amount should equal the deposit.

Start-Up Change - Enter the amount of start-up change used.

Total Money Collected for Goods – Subtract Start-Up Change from the Money in the Cash Box. This amount should equal Total Sales.

Total Sales – Enter the total of Column H. This amount should equal Total Money Collected for goods

Total Cost of Goods Sold – Enter the total of Column J.

Total Profit – Subtract Total Cost of Goods Sold from Total Sales.

Percentage Profit – Total Profit divided by Total Money Collected.

Ticket Reconciliation Process – Non-Athletic Events

Important Notice: School staff is required to comply with all applicable state statutes, board policies, and school activity fund procedures, regarding school activity fund reporting. Staff is responsible for understanding this requirement.

For secondary school ATHLETIC events, contact the athletic office for the proper forms and procedures. For all other activity fund events use the procedures and forms in this book.

A. Every school is required to use pre-numbered tickets for the following events:

1. Athletic events
2. School-sponsored plays, dramas, band and choir concerts, and assemblies when there is an admission fee.

B. When requested, the financial/principal secretary will issue pre-numbered tickets along with the Ticket Reconciliation Form (Appendix A-14) to each ticket seller. The principal must approve ticket sellers.

C. The financial secretary should fill-in the following information on the reconciliation form.

1. The school's name and number.
2. The event and date.
3. The name of the ticket seller.
4. The first ticket number of the pre-numbered tickets to be sold.
5. The selling price for tickets sold (unit price).
6. Beginning change issued if applicable (list check number written for cash change next to space denoted as beginning cash on the form).

D. The seller will verify and initial the beginning unsold ticket number.

E. The financial secretary cannot sell tickets and also complete the reconciliation process. The reconciliation process or the ticket sale should be split between two individuals (e.g. principal, assistant principal, teacher, etc.).

F. After the event, the principal or designee will go through a "check out" process with each ticket seller. The ticket seller must be present during this process.

Part 1

1. The principal or designee will post the Ending Ticket Number (the first unsold ticket number) on the Ticket Reconciliation Form - Part 1.

2. Subtract the Beginning Ticket Number from the Ending Ticket Number to determine the Number of Tickets Sold.

3. Multiply the Number of Tickets Sold by the Ticket Selling Price to determine Total Value of Tickets Sold.

4. Add the Total Value of Tickets Sold Column to determine the Cash Due - Ticket Sales (A).

Part 2 – Cash On Hand

5. The ticket seller will count the monies in the presence of the principal or designee.

6. The principal or designee will post the amount of Cash on Hand by denomination on the Ticket Reconciliation Form.

Part 3 – Total Sales + Beginning Change

7. The principal or designee will enter the Cash Due – Ticket Sales (A) calculated in Part 1 onto the applicable line in part 3.

8. Add Beginning Change Issued to the Total Cash Due From Sales to equal the Total Sales + Beginning Change (B).

Part 4 – Actual Cash

9. Enter the actual Amount to Deposit – this should be the same as the total Cash on Hand in Part 2.

10. Enter and explain any overage or shortage of cash and any adjustments to the Cash on Hand.

11. Add or subtract the adjustments to/from the deposit to determine the Total Adjusted Cash.

12. The Total Adjusted Cash should equal the Total Sales + Beginning Cash.

13. The principal or designee will issue a receipt to the ticket seller for the monies collected and list the receipt number and receipt date on the Ticket Reconciliation Form.

14. The principal and ticket seller will both sign the Ticket Reconciliation Form.

15. All discrepancies between the deposit and the Total Sales + Beginning Cash should be explained by the ticket seller and properly documented. However, if the amount is +/-$50.00 at any one event, then the ticket seller should not be allowed to be a ticket seller again.

16. This same process should be followed for each ticket booth operated during the event.

17. When all monies have been collected and receipted, the monies will be deposited at the school's bank night deposit box the same night of the event. Contact the activity fund office for night deposit information. Money should not be left unsecured at the school site overnight. Under no circumstances should money be taken home overnight by any individual to be deposited the next day. Not following this policy could result in being personally liable for missing or lost funds.

18. The next school day the principal or principal's designee will give the financial/principal secretary the Ticket Reconciliation Forms, unsold tickets, and receipt issued.

19. The financial/principal secretary will post the receipt on the computer system.

G. The financial/principal secretary will match the last ticket sold with the first unsold ticket as verification. The financial/principal secretary will post this first unsold ticket number to the next reconciliation form.

H. For high school athletics and other school events, cash change may be obtained from the financial/principal secretary to a maximum of $300.00 by issuing a check to the person who will be responsible for collecting money. The amount allowable for middle schools is $200.00 and for elementary schools the amount is $100.00.

I. The ticket taker will have a secure box or place to deposit the used tickets after they are torn in half in the presence of the purchaser.

J. Complete a Profit/Loss Form (Appendix A-5).

REQUEST FOR FIELD TRIP

Important Notice: School staff is required to comply with all applicable State statutes, board policies, and school activity fund procedures regarding purchases. Staff is responsible for understanding this requirement. Athletic coaches, directors, coaches, and any staff member that sponsors an activity fund account will follow the same process.

When initiating expenditures for a field trip the following process should be followed:

A. The Request for Field Trip form (Appendix A-15) must be completed with all appropriate forms and signatures and turned into the financial secretary two weeks prior to the event. (If extenuating circumstances exist, immediately see the principal for permission.)

B. The sponsor must determine if funds are available in the account. Sponsor must complete the portion of the form (Appendix A-15) regarding estimated expenses.

1. ATP's must be completed for all expenditures if paying from activity fund.

2. Bus Request (Transportation form) should be completed (if applicable).

3. Any contracts or price quotes should be attached. ***(ALL CONTRACTS MUST HAVE BOARD APPROVAL. INDIVIDUAL SCHOOL PERSONNEL DO NOT HAVE AUTHORITY TO COMMIT SCHOOL DISTRICT TO FINANCIAL OBLIGATION.)***

C. Principal will approve or disapprove the field trip.

D. Proper procedures for revenue collection should be established and all monies deposited into the appropriate sub-account and arrangements made two weeks prior to field trip.

E. Out-of-state trips require approval by the board. Request for Field Trip form (Appendix A-15) must be sent to Elementary/Secondary Executive Director at Shoemaker Center for approval. Contracts need to be submitted at this same time. Executive Director will forward to activity fund custodian for submission to board for their approval. After approval, activity fund custodian will return to the school so that ATP's can be encumbered.

ACTIVITY FUND HOT SPOTS

Receipts and deposits (pages 13-16) – VERY IMPORTANT INFORMATION. Make sure you have read these rules and understand the procedures.

ALL MONIES RECEIVED BY THE FINANCIAL SECRETARY WILL BE RECEIPTED.

Money must be deposited on a daily basis unless under $100.00. Amounts under $100.00 will be deposited at the end of the week.

Bank Deposits will include:

Statement of Credit (list receipt numbers)
Bank Deposit Slip (list receipt numbers, stamp form with your school endorsement stamp and a calculator tape)

Purchases: All ATP's must be approved and signed by the site administrator prior to ordering goods and services (page 18).

Items received without prior approval will be returned to the vendor or the sponsor/teacher can pay for the items themselves (out of their pocket).

CONTRACTS or AGREEMENTS – The board of education is the only authorized agent to obligate the district and school district funds. No employee is authorized to sign a contract on behalf of the school district. Individuals signing on behalf of the district run the risk of obligating themselves for the financial and insurance terms of the contract.

Technology-Related Equipment and Computers and Software/Licenses – page 25 – MUST BE APPROVED BY LPS INSTRUCTIONAL MEDIA/TECHNOLOGY CENTER.

Gifts cannot be purchased from any account (unless Faculty Fund is run through activity fund).

Advances – within 48 hours upon completion of trip, the activity fund sponsor must submit any unused funds, along with itemized invoices and/or receipts, to the financial secretary to account for the full amount advanced for the trip.

Commission Account:

No congratulatory acknowledgements or bereavement items can be purchased.
Staff refreshments/luncheon expenses can only be paid in conjunction with a staff development or staff planning activity.
No gifts or donations can be made to anyone or to any organization.
No monies can be transferred into this account from any other account.

All packing slips/invoices need two signatures and dates. The first signature will be dated when the item(s) was received/inventoried by the first person; and the second signature and date will be when a second person saw the item(s).

Appendix A

Lawton Public Schools
Establish or Amend Activity Accounts

Request to: _____ Establish an Activity Fund Account
_____ Amend the Purpose(s) of an established account
_____ Amend the Revenue(s) of an established account

School: _____ Date Submitted: _____

Name of Account: _____

Sponsor of Account: _____

Purpose(s) for which funds from this account will be expended:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Revenue Source(s) from which this account will generate:

1. _____
2. _____
3. _____
4. _____

Comments: _____

_____

_____

Principal Signature: _____ Date approved: _____

Lawton Public Schools
School Activity Sub-Account Budget
For the School Year 2_____ - 2_____

PART 1

School Name _____ Site # _____

Account Name_____ Account #_____

A. Beginning Cash Balance, July 1 + _____

PART 2

B. Estimated Revenue:

	$

Total Section B - Estimated Revenue + _____

C. Total Estimated Cash (Section A + Section B) = _____

D. Estimated Expenditures:

	$

Total Section D - Estimated Expenditures = _____

E. Estimated Ending Cash Balance, as of June 30
(Subtract Section D from Section C) _____

PART 3

_____ _____

Signature of Teacher/Sponsor Signature of Principal/President

Lawton Public Schools
Permission for Activity Fundraiser

Approved _____ **Denied** _____ **Request Date** _____

GENERAL INFORMATION	
School Name	
Account Name	
Teacher/Sponsor	
Type of Activity	
Proposed Place	
Proposed Dates	
FUNDRAISING SUPPLIER	
Name	
Address	
Telephone Number	
FINANCIAL INFORMATION	
What is to be sold?	
Where is it to be sold?	
Who is authorized to sell?	
Advanced sales?	Circle: Yes No

Estimated Budget:	
Sales Price	
Less: Cost of Merchandise	
Equals Estimated Profit	
Percentage of Profit - (Profit/Sales Price)	

What is profit to be used for?	
SIGNATURES	
Sponsor Signature	Date
Principal Signature	Date

Please attach the following:

Authority to Pay
Fundraiser agreement form from the fundraiser company

Lawton Public Schools
Fundraiser Record Keeping Form

Sub-account _____ **Fundraiser** _____

	Name	Daily Collections										Distribution (A) Total Allocated	(B) Amount Returned	(C) Amount to be Sold A-B	(D) Total Collected	Remaining Balance C-D	
		Dollar Amount Collected/ Amount Allocated															
		Date	Allocated	Date	Allocated	Date	Allocated	Date	Allocated	Date	Allocated						
1																	1
2																	2
3																	3
4																	4
5																	5
6																	6
7																	7
8																	8
9																	9
10																	10
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22																	22
23																	23
24																	24
25																	25
26																	26
27																	27
28																	28
	Totals																

Profit/Loss Form

School: _____ Date: _____

Sub Acct #: _____ Sponsor: _____

Fundraiser Event: _____

Part 1 - Company Information - Potential Profit*

A.	Potential Gross Profit (sales) from Fundraiser	+	
B.	Cost of Goods Sold	-	
C.	Potential Net Profit (subtract line B from line A)	=	
D.	Potential Profit Percentage (divide line C by line A)		%

Part 2 - Adjustments to Potential Profit - Use Retail Prices

E. Amounts not Remitted to Sponsor by Students:

Student Name	Amount	Student Name	Amount

Total Amounts not Remitted - _____

F. Miscellaneous Adjustments:

Description	Amount	Description	Amount

Total Miscellaneous Adjustments +/- _____

G. Adjusted Net Profit: (Adjust Line A by Lines B,E & F) = _____

Part 3 - School Information

H.	Actual Gross Revenue from Fundraiser (deposits) **	+	
I.	Actual Cost of Goods Sold (payments for goods) **	-	
J.	Actual Net Profit (subtract line I from line H)	=	
K.	Actual Percentage Profit: (divide line J by line H)		%

Part 4 - Signatures

President/Sponsor	Date	Principal	Date

Attach account details from Report Manager for this account.
Attach all fundraiser documents from the company verifying amounts.

***Obtain information from fundraising company**
****Found on the Activity Fund Project Details Report**

Lawton Public Schools
Receipt Book Issue Log

School _____ **School Year** _____

Activity Account Information			Receipt Numbers		Receipt Book Issue					
Account Name	Account #	Sponsor	Starting Number	Ending Number	Issued Date	Returned Date	Issued Date	Returned Date	Issued Date	Returned Date

Lawton Public Schools
Receipts Under $10.00

School _____ Date _____

Sub-Account _____ Event _____

*Use this form if the amount collected per child is $10.00 or less per activity

Name of the student	Amount	Purpose for the money collected
Total Receipts		

_____
Sponsor's Signature

Receipt Number _____ Amount _____ Receipted by _____

This list is to be turned in to the Financial Secretary. The Teacher/Sponsor may keep a copy.

Month-End Reconciliation Report Form
For the Month Ended_____

School Name:_____ **Date:**_____

Account Name_____ **Account #**_____

Part 1 - School Records

A. Balance Per School Spreadsheet +

B. Adjustments to the School Spreadsheet

Description	Amounts
Total Adjustments	+/-

C. Adjusted Balance - School Spreadsheet =

Part 2 - System Records

D. Balance Per Activity Fund Project Details +

E. Adjustments to the Activity Fund Project Details (REMEMBER OUTSTANDING BATCHES REPORT)

Description	Amounts
Total Adjustments	+/-

F. Adjusted Balance - Activity Fund Project Details =

Part 3 - Signatures

Principal	Date	Secretary	Date

Lawton Public Schools
Monthly Checklist for Activity Accounts

School Name _____ Site _____

Date of Report _____ For the Month of _____

_____ Copy of School's Spreadsheet for Subaccount

_____ Copy of Computer-Generated Reports from Report Manager

_____ Building Custodian's Month-End Reconciliation Form(IF USED)

_____ Copy of All Ticket Reconciliation Reports

_____ Copy of All Profit/Loss Forms

_____ Copy of Inventory for Concessions/Student Store Forms

The subaccount is in balance with the secretary's spreadsheet and with the combined totals of the reports from Report Manager (Project Details and Outstanding Batches) plus deposits in transit.

As the building administrator, I have reviewed the records and have seen the original computer-generated reports from LPS Report Manager.

I verify that this report is accurate and complies with state board of education regulations, board of education policies, and school activity fund management procedures.

_____ _____
Principal's Signature Date Financial/Principal's Secretary Signature Date

Lawton Public Schools

Request for Services Rendered
District Employee

Date _____

School _____ Site Number _____

Employee Name _____

Social Security # _____ Base Amount _____

Date of Services _____ Plus: Fringe Benefits Paid _____

Type of Services _____ Total Due _____

Account Name _____

Account Number _____

_____ _____
Principal's Signature Date

Accounts Payable:

_____ _____ _____
Date Received Transfer Number Transfer Date

Lavender Form

Lawton Public Schools
Claim for Reimbursement

Date _____

1. Employee Name _____

2. Address _____ Employee ID # _____

3. Reason for Claim _____

4. Location of Claim _____ Date Expenses Incurred _____

5. Travel Reimbursement:

_____ Miles @ _____		$ _____
Meals**		_____
Turnpike**		_____
Lodging**		_____
Public Transportation**		_____
Other (Specify) (Purpose of each invoice)	_____	_____
	_____	_____
	Total Travel Expenses	$ _____

6. Other Charges (Specify) (Purpose of each invoice)

_____	_____
_____	_____
_____	_____
_____	_____
TOTAL CLAIM	$ _____

_____ _____

Employee's Signature Date Authorizing Signature Date

** Must be supported by itemized invoices.

LAWTON PUBLIC SCHOOLS
PURCHASING DEPARTMENT
580-357-6900 EXT 2076

VENDOR REQUEST CHECK SHEET

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____ FAX _____ CONTACT _____

IS THIS AN LPS EMPLOYEE? ID # _____ SOCIAL SECURITY # _____

ADDRESS _____

IS THIS A PARENT REFUND? _____

IS VENDOR PROVIDING A SERVICE? _____ **(WHAT TYPE) _____

**IF VENDOR IS PERFORMING ANY TYPE OF SERVICE, THE W-9 TAXPAYER FORM, INSURANCE, AND FELONY AFFIDAVIT MUST BE SUBMITTED WITH THIS CHECK SHEET

DID YOU GET W-9 FORM COMPLETED? _____

ARE THEY COMING ON SCHOOL PROPERTY? _____ IF YES,
DID YOU GET INSURANCE VERIFICATION? _____
DID YOU GET FELONY AFFIDAVIT? _____

REMEMBER ALL NEW VENDORS MUST HAVE A W-9

PLEASE FAX TO:
SHEILA RELF
PURCHASING DEPARTMENT
580-585-6405

SCHOOL MAKING REQUEST _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Lawton Public Schools
Lawton, Oklahoma
Declaration Regarding Prohibition
of Sex Offenders and Convicted Felons on School Premises

_____("Contractor") hereby acknowledges that it has a contract with Independent School District 8 of Comanche County, Oklahoma, a/k/a Lawton Public Schools, for services to be performed during normal school hours on school premises. Contractor declares that it has verified and will continue to verify that none of its employees working on school premises during normal school hours have been convicted, entered a plea of guilty or a plea of nolo contendere, or received a suspended sentence for a crime in the State of Oklahoma, the United Stated, or any other state for

1) any sex offense subject to a Sex Offenders Registration Act or

2) any felony offense within the last ten (10) years unless such an employee has received a presidential or gubernatorial pardon. This restriction does not apply to persons who have been convicted of a felony within ten (10) years and who are volunteers, who are performing community service hours under court order, or who are performing services under a supervised work release program.

Contractor acknowledges that, pursuant to 57 O.S. Section 589, it is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act.

Subscribed and sworn to before me this_____day of_____, 20____.

_____
Notary Public

My commission expires_____

Declaration by Vendor

The undersigned,_____represents that he/she is the owner or an officer

of_____, who has the authority to make this declaration to the Lawton Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes.

I declare that no employee working on school premises during normal working hours under the authority of the above-named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders Registration Act or is subject to another State's or the federal sex offender registration provisions.

I further declare that no employee working on school premises during normal working hours under the authority of the above-named company or business has been convicted of a felony offense within the past ten (10) years in this State, the United States, or another state.

I further understand that Title 57, Oklahoma Statutes, Section 589 provides as follows, to-wit:

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00). In addition, the violator may be liable for civil damages.

Dated this_____day of_____, 20_____.

Vendor's Name and Address:

_____

_____

_____

Return Declaration to: Lawton Public Schools
Attn: Purchasing Dept
753 NW Ft Sill Blvd
Lawton, OK 73507

A-12b

_____
(Authorized Signature)

INSURANCE REQUIREMENTS TO LPS VENDORS

A. Affidavits: If any are attached, complete, sign & notarize

B. Insurance (if service/labor/installation is required)
   1. Comprehensive Commercial Liability $300,000
   2. Workman's Compensation - In compliance with Oklahoma Statutory limits
   3. Automobile Insurance $300,000

The insurance certificates referenced in all of the above shall contain a provision that in the event of cancellation of coverage afforded under the policy, the Owner shall receive written notice at least ten (1) days prior to the termination of any coverage. The required insurance must be written by a company licensed and admitted to do business in the state of Oklahoma prior to the issuance of the policy.

CONDITIONS RELATING TO PROJECT

A. Vendors shall inform themselves fully of conditions under which the work will be performed.

B. Owner reserves the right to check the reference of all vendors.

EXAMINATION OF DOCUMENTS AND SITE

Prior to performing work, vendors are to examine the site of the work (if needed) to obtain first-hand knowledge of all conditions under which each vendor will be required to operate. Vendors will not be given extra payments for conditions which can be determined by examining the documents and/or site.

INTERPRETATION OF INSURANCE

Vendors in doubt as to true meaning of any part of the project or other documents, may request information from:

Sheila Relf
Purchasing Manager
Lawton Public Schools
P.O. Box 1009
Lawton, OK 73502
(580) 357-6900

All insurance must be in place before <u>any</u> work can commence.

Lawton Public Schools
Student Store/Concession Inventory and Profit /Loss

School Name_____ Sub Acct Name _____ Sub-Acct #_____

L										
Sale Price										
Items										
Date sold										Total $
Totals										

A	B	C	D	E	F	G	H	I	J	K
Items (List as shown above)	Beginning Inventory	Items Purchased	Items Sold	Ending Inventory B+C-D	Physical Count	Difference *	Total Sales D x L	Cost of Product	Cost of Goods Sold D x I	Value of End Invent F x I
Totals										

* = Items damaged lost or given away

Total Sales _____

Total Cost of Goods Sold _____

Total Profit _____

Percentage Profit (total profit divided by total money collected) _____ %

Lawton Public Schools
Concession/Student Store Inventory and Profit/Loss

School Name _____ **Sub Acct # & Name** _____

Part 1

A	B	C	D	E	F	G	H	I	J
Item Name	Sale Price $	Beginning Inventory #	Items Purchased #	Items Sold #	Ending Invent. (C + D - E)	Difference #	Total Sales (E x B)	Cost Of Product $	Cost of Goods Sold (E x I)
Total									

Part 2

Money In Cash Box $ _____ Total Sales (Total Column H) $ _____

Total Cost of Goods Sold

Start-up Change - _____ (Total Column J) - _____

Total Money Collected for Goods = _____ Total Profit = _____

Percentage Profit (Total Profit divided by Total Money Collected) _____ %

Lawton Public Schools
Student Store/Concession Inventory and Profit /Loss

School Name Garfield Elementary Sub Acct Name Student Store Sub-Acct # 933

L										
Sale Price	$ 0.25	$ 0.10	$ 0.50	$ 0.25	$ 0.35	$ 0.50	$ 0.50			
Items	Pencils	Erasers	Paper	Pencil grips	Folders	Suckers	Fruit R-ups			
Date sold										**Total $**
wk-end 9/5/03	36	26	24	30	15	30	25			$ 51.35
wk-end 9/12/03	26	25	15	25	23	35	26			$ 48.30
wk-end 9/19/03	32	17	12	16	12	32	23			$ 39.90
wk-end 9/26/03	24	12	7	9	12	29	27			$ 31.65
wk-end 9/30/03	10	1	1	2	2	10	7			$ 9.30
Totals	128	81	59	82	64	136	108	0	0	$ 180.50

A	B	C	D	E	F	G	H	I	J	K
Items (List as shown above)	**Beginning Inventory**	**Items Purchased**	**Items Sold**	**Ending Inventory B+C-D**	**Physical Count**	**Difference ***	**Total Sales D x L**	**Cost of Product**	**Cost of Goods Sold D x I**	**Value of End Invent F x I**
Pencils	288	10	128	170	164	6	$ 32.00	$ 0.17	$ 21.76	$ 28.90
Erasers	144	15	81	78	78		$ 8.10	$ 0.05	$ 4.05	$ 3.90
Paper	120	10	59	71	71		$ 29.50	$ 0.25	$ 14.75	$ 17.75
Pencils grips	144	10	82	72	72		$ 20.50	$ 0.10	$ 8.20	$ 7.20
Folders	120	10	64	66	66		$ 22.40	$ 0.25	$ 16.00	$ 16.50
Suckers	288	25	136	177	171	6	$ 68.00	$ 0.25	$ 34.00	$ 44.25
Fruit R-ups	210	70	108	172	172		$ 54.00	$ 0.17	$ 18.36	$ 29.24
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
Totals							$ 234.50		$ 117.12	$ 118.84

* = Items damaged lost or given away

Total Sales $ 234.50

Total Cost of Goods Sold $ 117.12

Total Profit $ 117.38

Percentage Profit (total profit divided by total money collected) 50%

Lawton Public Schools
Student Store/Concession Inventory and Profit /Loss

School Name _____ Sub Acct Name _____ Sub-Acct # _____

L										
Sale Price										
Items										
Date sold										**Total $**
										$ -
										$ -
										$ -
										$ -
										$ -
Totals	0	0	0	0	0	0	0	0	0	$ -

A	B	C	D	E	F	G	H	I	J	K
Items (List as shown above)	**Beginning Inventory**	**Items Purchased**	**Items Sold**	**Ending Inventory B+C-D**	**Physical Count**	**Difference ***	**Total Sales D x L**	**Cost of Product**	**Cost of Goods Sold D x I**	**Value of End Invent F x I**
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
Totals							$ -		$ -	$ -

* = Items damaged lost or given away

Total Sales $ -

Total Cost of Goods Sold $ -

Total Profit $ -

Percentage Profit (total profit divided by total money collected) #DIV/0!

Ticket Reconciliation Form

School/Organization Name:_____

Event:_____ Date:_____

Ticket Seller:_____ Ticket Taker:_____

Part 1 - Ticket Sales									
Beginning Ticket Number		**Ending Ticket Number**		**Number of Tickets Sold**		**Ticket Selling Price**		**Total Value of Tickets Sold**	
	-		=		*		=		
	-		=		*		=		
	-		=		*		=		
	-		=		*		=		
	-		=		*		=		
	-		=		*		=		
Total Cash Due - Ticket Sales								$	(A)

Part 2 - Cash On Hand		Part 3 - Total Sales + Beg. Change			
Twenties	$	**Beginning Change Issued**	+		
Tens		**Total Cash Due-Ticket Sales**	+		(A)
Fives		**Total Sales + Beg. Change***	=		(B)
Ones					
Quarters		Part 4 - Actual Cash			
Dimes		**Amount To Deposit**	+		(C)
Nickels		**Cash Short**	-		
Pennies		**Cash Long**	+		
Checks		**Other Adjust.**			
Other					
Total (C)		**Total Adjusted Cash***	=		(B)

*** Total Adjusted Cash (B) Part 4 must equal Total Sales + Beg. Change (B) Part 3.**

_____ _____

Signature Signature

Lawton Public Schools
Request for Field Trip

Approved _____ **Disapproved** _____ **Date** _____

This form must be completed with all appropriate forms* and signatures and turned into the financial secretary three weeks prior to the event. (If extenuating circumstances exist, immediately see the principal for permission.)

School _____ Date of Field Trip _____

Organization or Team _____ Sponsor _____

Destination _____ Address _____

Phone _____ _____

Benefit of this Field Trip _____

_____

Estimated expenses:

Transportation Expense:

* School Bus _____
* Chartered Bus _____
* Van Rental _____
* Personal Vehicle _____
* Entry Fee _____

Travel Expenses:

* Motel _____
* Meals _____
* Tolls/Parking _____

Miscellaneous Expenses:

_____ _____

_____ _____

_____ _____

Total Estimated Expenses _____

Estimated revenue:

Funding for Trip:

Student payments _____
Donations/Grants _____
Fundraiser _____
Other _____ _____
_____ _____
_____ _____

Total Revenue _____

***Please attach the following if applicable:**

Requisition/ATP _____
Professional Leave Form _____
List of students attending _____

Bus Request _____
Charter/Van Contract _____

_____ _____
Principal's Signature Date Sponsor's Signature Date

All monies should be deposited into the appropriate subaccount and arrangements made 2 weeks prior to the field trip or the trip will be canceled.

Lawton Public Schools
Transfer of Funds Form

Date _____

School _____ Site Number _____

Amount to be transferred $ _____

Reason for transfer _____

_____

Account Name and Number
Receiving the Increase _____

Account Name and Number
Receiving the Decrease _____

Sponsor Signature Receiving Decrease _____

Principal Signature _____

Submit completed form to the activity fund office for board approval.

Activity Fund:

Date Received	Transfer Number	Transfer Date

Yellow Form

Appendix B

ACTIVITY FUND

The Lawton Board of Education will exercise control over all funds on hand or hereafter received or collected, as herein provided, from student or other extracurricular activities conducted in the school district. Such funds shall be deposited to the credit of the subaccount maintained for the benefit of the particular activity within a school activity fund. State law requires deposit of funds shall be made by the end of the next business day; however, if the deposit for a day totals less than One Hundred Dollars ($100.00), a school district may accumulate monies required to be deposited into the fund on a daily basis until the total accumulated balance of deposits equals or exceeds One Hundred Dollars ($100.00). Provided, a school district shall deposit accumulated monies into the fund not less than one (1) time per week, regardless of whether the monies total One Hundred Dollars ($100.00).

Disbursements from activity accounts will be by check signed by the school activity fund custodian and countersigned by assistant custodian or district treasurer. Such funds will not be used for any purpose other than that for which the account was originally created or amended. The board of education, at the beginning of each fiscal year, will approve all school activity funds subaccounts, all subaccount fund raising activities and all purposes for which the monies collected can be expended. The board of education may direct in writing that any balance in excess of the amount needed to fulfill the purpose for which an account was established may, after consultation with the school principal or custodian of the school account, be transferred to another account by the custodian. In this manner an account may be closed. All transfers require board approval.

REFERENCE: 70 O.S. §5-129, §5-129.1
70 O.S. §5-135

CROSS-REFERENCE: Policy DHB, Fund Raising by Parent-Teacher Organizations

ACTIVITY FUND

RESPONSIBILITIES FOR THE ACTIVITY FUND

1. Authority for Activity Funds

Oklahoma State Law requires the board of education to adopt appropriate rules and regulations governing the handling and expenditure of school activity funds. The law requires that a custodian be appointed to make a full and true accounting for all funds that may come into his or her possession, or under his or her control.

2. Bonding

The custodian is required to give a surety bond in such amounts as the board may deem necessary, but not less than $1,000. The premium of the surety will be paid from the LPS Miscellaneous Expense account.

3. Accounting System

The central bookkeeping system which shows a complete record of all activity funds will be maintained at the district-level offices. Such records will be available to school principals, sponsors, and to the general public. **No activity fund account will show a deficit at any time.** Orders and purchases shall not be made unless funds are on deposit in the account and sufficient to cover the order /purchase as well as all other outstanding obligations of the account. Grouped accounts of the district athletic department will not show a deficit group balance at any time.

Bank statement of activity fund shall be reconciled on a monthly basis by the activity fund custodian or his/her designee. The account shall be balanced to the bank statement and any discrepancies noted shall be immediately resolved. Reconciled bank statements shall be kept at the district-level office.

4. Audit Required

The Lawton Board of Education will provide for the annual audit of all activity funds. The original report of such audits will be delivered to the superintendent of schools. The audit cost will be paid from the LPS Miscellaneous Expense account .

5. Honesty Blanket Public Official's Bond

All employees of the board of education are covered by the honesty blanket public official's bond in the amount of $5000. The bond premium is paid from the LPS Miscellaneous Expense account.

6. Report of Funds

The custodian will present a detailed report to the board of education at a regularly scheduled meeting each month showing receipts, disbursements, and balance of each account.

ACTIVITY FUND cont.

The site financial secretary will provide reports, generated through computer accounting system, to each sponsor for account reconciliation on a monthly basis. Any difference in account balance should be reported to the activity fund custodian immediately.

7. Earned Interest

Oklahoma law permits school activity funds to be deposited in interest bearing accounts including certificates of deposit. Interest earned from investments will be credited to the investment account for payment of school postage, annual activity fund auditing, and financial bonding expenses.

Oklahoma law provides that the income from the activity fund investment account may be transferred to the general fund for general operations.

REFERENCE: 70 O.S. §5-129

ACTIVITY FUND RECEIPTS

1. Responsibility

   Every school employee who is responsible for receiving money will have an individual pre-numbered receipt book. All buildings should be using a principal's receipt book. This is used to receipt money into the office that is collected by teachers and other individuals such as parents or students paying for textbooks.

2. Class-Wide Function

   Teachers and other sponsors collecting money for class-wide functions such as school plays, field trips, or ID cards that cost $10.00 or under, may use a class roster signed and dated by the sponsor or Receipts Under $10.00 form to receipt the money rather than issue individual receipts to students. . Individual pre-numbered receipts shall be issued for items costing $10.01 or more when items are sold to the student: e.g., uniforms, hats, books, etc.

3. Receipt Procedures

   When an employee receives money, he or she will issue a receipt showing the date, receipt number, payer's name, purpose for which the money is being paid, and the amount. The employee will sign the receipt and give the original copy to the payer.

4. Disposition of Collected Money

   Money receipted by employees will be turned into the financial secretary by the next business day where it will be recorded in the principal's receipt book. Amounts should be verified in the presence of the remitter. The original receipt will be stapled to the corresponding sequence of student receipts in the sponsor's receipt book. If the money collected does not exceed $100.00 it can be turned in at least once per week. The employee's receipts will be turned into the financial secretary by the end of the current fiscal year to be kept on file for an annual audit.

5. Non-Receipts

   Postdated checks, cash advance slips, or IOU's will not be accepted as receipts for activity fund expenditures.

6. Student Fees

   Students should not be charged a fee to participate in an activity, but may be required to place a refundable deposit for items such as uniforms for cheerleading, drill team, etc. The deposit or a portion of the deposit may be used to clean, repair or replace the items it was intended to cover if those items are not returned in acceptable condition.

ACTIVITY FUND DEPOSITS

When?

Monies receipted for the day will be deposited by the next business day in compliance with state law, board policy, and school activity fund procedures. During the summer months when no building delivery service is furnished, principals, or their designee, will bring deposits to the finance office. The finance office will deposit the funds in the bank. Exceptions: all money must be deposited on the last working day of the week or the last working day before a holiday. No money should be left in the building over the weekend or during a holiday.

How?

Deposits are to be made on "Statement of Credit" forms which may be ordered through the Instructional Media/Technology Center. The statement of credit form is to be completed in three copies with each revenue source listed separately. The original and one copy go to the depository bank with the deposit. The third copy is retained for school files. After checking to see that checks are complete, they should be endorsed with the name of the school and labeled "For Deposit Only."

Check Cashing

Personal checks of school employees and students are not to be cashed from available cash collections. The activity fund is not a bank, and all revenue collected should be deposited in its original form.

Special Accounts

Reimbursement of Board of Education (Clearing Account)

Money collected in the amount of $1.00 or less for lost or damaged textbooks, lost or damaged equipment, overtime, rent or sale of property of the board of education, the repair of equipment which has been purchased with board of education funds, or other collections, will be deposited in the Board of Education Reimbursement (Clearing) Account. No payments other than refunds of a deposit of $1.00 or less may be made from this account. Any deposit that exceeds $1.00 will be deposited with the school treasurer in accordance with Oklahoma Law. The balance of the clearing account must be zeroed out and transferred to the general fund on or before June 30 of each year.

Corrections

School deposit slips and bank receipts will be picked up from a depository bank the working day following the deposit and checked by the treasurer or designee. If any changes have been made by the bank, correction notices will be sent to the schools. If more than one account is listed on the deposit that is changed, the treasurer or designee will contact the school to see which account should be corrected.

ACTIVITY FUND, DEPOSITS cont.

Returned Checks

The district and a check collection agency have established a service agreement for the purpose of collecting all returned checks received by the district. The collection agency has 45 days to collect on the insufficient checks, after 45 days the checks not collected on will be returned to the district. These checks will then be charged back to the original fund in which they were deposited. If that account does not have sufficient funds to cover the returned check, the school's general (850) account will be charged for the check. The check will then be processed for filing with the District Attorney's Office for collection. After restitution is made, the funds will be redeposited back into the appropriate account. If no resitiution is made, the check writer's name will be added to a list in which we will no longer accept checks for payment of any services. Schools should not attempt to collect returned checks under any circumstances. Please send the check writer to the district finance office.

Jury Duty

Jury duty checks are to be endorsed and turned in to the payroll department for verification of jury duty leave. Payroll will keep a copy of the check and give the original check to the district treasurer or designee to be deposited to the board of education reimbursement account. In the event mileage is paid on a jury duty check, mileage reimbursement will be returned to the employee.

REFERENCE: 63 O.S. §235

ACTIVITY FUND EXPENDITURES

ACTIVITY PURCHASE ORDER & AUTHORITY TO PAY VOUCHER (ATP)

Disbursements from activity accounts will be made by check signed by activity fund custodian and countersigned by assistant custodian/treasurer, positions appointed by the board of education. Such funds will not be used for any purpose other than that for which the account was originally created or amended.

NEW VENDORS

All vendors will be established through the purchasing department. Before entering into an agreement with an individual or company, there are forms and information necessary to be completed before a vendor can be established.

PURCHASES

All Activity Purchase Order and Authority to Pay Vouchers (ATP's) should be submitted by the sponsor of the sub-account to the site administrator prior to ordering any goods or services.

After the ATP is signed by the site administrator, the order may be placed by site personnel.

Purchases of $750 to $7,499.99 for a single item or project could be bid or at least three written quotes secured prior to order being made. The quotes must be attached to the ATP when submitted for payment.

A single item or project in excess of $7,500 will be bid by the purchasing department. The completed ATP is to be submitted to the activity fund custodian prior to the item being ordered. The activity fund custodian will submit the request for approval at the next board meeting. If the board approves that the item can be ordered, the approval date will be noted on the ATP which will be returned to the site so that order can be made. When the order is satisfactorily completed, the invoice will be attached to the approved ATP and sent to the activity fund office for payment.

EXPENDITURE PAYMENTS

Sites and sponsors will find it necessary to plan carefully in advance so that fundraising and collecting are completed early enough to allow time for making deposits, properly placing orders and making payments. This is especially true when a sponsor needs an advance.

ATP's which require no special handling will normally be paid within 10 days after they are received by the activity fund clerk.

ACTIVITY FUND ACCOUNTS, EXPENDITURES (cont.)

Orders that exceed $7,500 will need board approval prior to the order being made. Once the board has approved the order, there will be no need for further board approval for payments to be made. Order information must be in the activity fund office ten days before the scheduled board meeting. In the event the order wasn't approved prior to ordering, any payment over $7,500 will need board approval before payment can be made.

Purchases of a single item which exceed $7,500 require board approval prior to ordering. These purchases must be in the activity fund office ten days before the scheduled board meeting.

Proper invoices must be attached to the ATP. Payment cannot be made from a company statement. The invoice must be itemized. Hand-written changes on the invoice are not acceptable. Company must provide a separate credit invoice or a corrected invoice for the order to balance.

Each sub-account should be balanced on a monthly basis by the financial secretary and the sponsor. Reports are available to assist in the balancing process. The activity fund custodian should be called immediately if there is a discrepancy.

VENDOR PAYMENTS

All disbursements will be made by check. Checks should be signed by the person appointed by the board of education and countersigned by the activity fund custodian. Checks will be issued at the district-level office from Activity Purchase Order and Authority to Pay (ATP) signed, not initialed or stamped with a facsimile, by site administrator and sponsors. Itemized invoices to support each check issued will be attached to each ATP r and filed at the district-level office for future reference.

TRANSPORTATION ACCOUNTING

A bus request should be accurately completed in order for the correct account to be charged. Non-instructional trips are charged to an account by transfer vouchers printed on the computer, and a copy is sent to the school for its records. Likewise, if all of the school's instructional allocation is used, the activity account of the requesting organization will be charged.

ACTIVITY FUND
SCHOOL SUPPORT GROUPS AND CLUBS

The establishment and amendment of all school activity fund accounts must be made with the approval of the board of education. This includes approval of the purposes and revenue sources of the accounts. Continuous accounts will be ongoing from one year to the next. These are approved prior to the beginning of the new fiscal year. The purposes and revenue sources may be amended during the year with approval of the board of education.

To establish or amend an account, the site administrator will be responsible for initiating the ESTABLISH OR AMEND ACTIVITY ACCOUNTS form.

A carryover of revenues from one year to the next is authorized for continuous accounts but is limited to the specified purposes of the account.

Excess revenues may be transferred from a continuous account and must be transferred from a temporary account into another activity account or into the district's general operational fund ~~either:~~

~~1. At the request of the building administrator with the approval of the board of education.~~
~~2.~~ ~~Or~~ as directed by the board of education.

Records for compliance with these procedures are subject to local and state audits. All receipts, deposit slips, fundraising documents, expenditures, and cumulative reports should be kept at the site for audit purposes. Sponsors will turn in all fundraising/activity documentation to the site financial secretary at the end of the fundraiser/activity. The financial secretary will verify and forward to site administrator for approval. All records should be kept on file for a minimum of five (5) years in addition to the current year. Only the June 30 reports need to be kept.

Use of personal funds by principals and other staff to purchase school materials should be minimized. All authority-to-pay forms require an itemized invoice and a detailed description of the purchase. This is especially true when principals reimburse themselves or their staff members. The CLAIM FOR REIMBURSEMENT form must be completed by the employee, approved by supervisor, and submitted with the ATP when an employee is seeking reimbursement for items purchased. Employee reimbursements should be filed within 10 working days after the expenses have been incurred.

Employee filing for mileage and toll fees should indicate destination, date, and purpose of the trip on the REQUEST FOR PROFESSIONAL LEAVE AND CLAIM FOR REIMBURSEMENT form. These forms are ordered from the Instructional Media/Technology Center.

ACTIVITY FUND, SCHOOL SUPPORT GROUPS AND CLUBS (cont.)

Money from the activity fund accounts shall be spent according to the board approved purposes.

The sponsor or staff member is required to issue a receipt to the student when money is turned over to the school staff member for student sales. Items sold through a 'school store' or 'concession stand' are tallied on the Concession/Student Store Inventory and Profit/Loss form and should be completed after every event sale. A copy of the form will be kept with the Principal's Receipt Book.

Clothing worn by coaches is not furnished by the district. Items such as sweaters, jackets, etc. are obtained by each coach at his or her own expense. Separate accounts may be set up in order that coaches' items can be purchased if coaches, not students, earn the funds.

Gifts shall not be purchased from any account where funds have been generated by student participation in fund-raising activities. Flowers/gifts for sympathy or as a gratuity may be purchased from a subaccount only if the funds were collected or donated for that specific purpose, and the original purpose approved by the board of education states that the subaccount will be used as a clearing account for such funds.

Advances from the school activity fund shall be made to sponsors only when they are accompanying students to an activity. Funds shall not be used to purchase meals for staff members/adults unless they accompany students in a supervisory capacity or unless they are attending an event as a representative of the district.

REFERENCE: **70 O.S. §5-129/1**

CROSS-REFERENCE: **Policy CFB, Activity Funds**
Policy CFBB, Sanctioning of Parent Organizations and Booster Clubs
Policy FJ, Fund Raising by In School Organizations

BOOSTER CLUBS

Secondary school booster clubs can be of great assistance to the Lawton Public School System through their support of school activities. They may work with their club members and school principals to decide in which areas they can provide assistance and support.

The Lawton Public School System supplies athletic teams with equipment, travel, meals, and award jackets in sufficient quantity. They should not need assistance in these areas.

All athletic contests and tournaments are handled through each individual school and the Director of Athletics of the Lawton Public School System.

SEE CFBB, Sanctioning of Parent Organizations and Booster Clubs

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

The board of education shall annually sanction parent organizations and booster clubs (hereinafter referred to as organizations) which exist to promote a positive relationship between the district and the community by assisting and supporting the schools in recognizing and promoting student activities. Close communication will be maintained to ensure that the goals of the organizations are in compliance with the goals and policies of the district. The district shall incur no liability for the acts, errors or omissions of any sanctioned organization. The board will determine whether to sanction an organization by taking action on the recommendation of the superintendent. Sanctioning will be contingent on compliance with the following criteria:

A. The organization must be managed or operated by adults, rather than students, and will present its by-laws and/or constitution to the board. These will differentiate the parent organization or booster club from any student organizations and will provide details of their structure including:

1. Officers' names and addresses
2. Details of the process to elect officers and the length of each officer's term
3. Purpose and goals
4. Detailed breakdown of the dues structure for the membership and officers
5. Itemized projection for the use of funds generated by both item and cost

B. The organization must include one representative from the school faculty as a sponsor.

C. No fund raising activities will be conducted within the school during school hours by adults or students unless approved by the principal.

D. The organization may not use school materials in advertising its activities. Requests for the use of school property will comply with district regulations.

E. All funds raised will be used to achieve the stated purposes and goals of the organization.

The IRS has taken the position that payments to district employees by sanctioned organizations for services or gifts are subject to income and employment taxes as if they had been paid by the district. Therefore,

- Payments for services to Lawton Public Schools employees must be made through the District's payroll system in order to comply with IRS regulations. Any such services must have prior approval by the Director of Human Resources. The organization will reimburse the District the compensation amount plus employer FICA and teacher retirement.

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS (cont'd)

- Gifts related to the teacher's or sponsor's employment with the Lawton Public Schools are also considered taxable compensation. The exception is de minimus (value less than $100) gift of items (not cash or gift cards) that are given occasionally (e.g. holiday gifts).
- Gifts of de minimus (value less than $100) of cash or gift cards related to the teacher's or sponsor's employment with the Lawton Public Schools are never excludable from income. The District's Chief Financial Officer must be notified of any instances of such payment.
- Payment for services to district employees in cash or gift cards are not allowed.
- District employees may be reimbursed for qualified business expenses without tax consequences. Such expenses must have appropriate receipts to substantiate the business purposes and are to be kept by the organization as the "invoice" for payment.
- If a sanctioned group wishes to give a teacher a gift card to purchase classroom supplies without it being taxable to the teacher, the card should be donated to the school and kept in the school's financial office. The teacher can then check out the gift card and return the appropriate receipts which substantiate the business purpose of the purchases.

F. Contributions to Lawton Public School organizations will not be accepted unless approved by the superintendent or designee and shall comply with Title IX and all other state or federal equity regulations.

G. The organization must maintain bank and financial records separate from the district and provide to board annually or upon request a complete set of financial records.

H. The organization will require the president, vice president and treasurer to annually complete the ***district's*** financial responsibility training. The organization will attach the principal's verification form to the organization's "Application for Sanctioning of Parent Organizations and Booster Club" form at the beginning of each new school year

I. The organization's financial records must be inspected to see if they comply with the district's established Guidelines for Financial Responsibility. If the gross annual receipts are less than $10,000.00, this inspection must be completed annually during the months of June, July and August by an Accountant, Professional Bookkeeper or an inspection committee of not fewer than three (3) members of the organization's general membership (cannot include officers). If gross receipts are greater than or equal to $10,000.00 Financial Accountability Report and Procedures for Insuring Financial Accountability must be performed by a CPA or entity approved by the Lawton Public Schools finance department, using the procedures prescribed in the Guidelines for Financial Responsibility and agreed upon procedure report

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS (cont'd)

issued by the CPA with the results. The results of the inspection, as shown in the Procedures for Insuring Financial Accountability and the Financial

Accountability Report, must be attached to the organization's "Application for Sanctioning of Parent Organizations and Booster Club" form at the beginning of each new school year.

J. Any plan, project or activity intended to modernize, renovate or render maintenance to school-controlled and/or owned properties shall be presented to the superintendent for consideration, comment, evaluation, approval and sponsorship. This must be done before any public announcement is made.

K. Board sanctioning does not excuse an organization from complying with all state and federal laws as they pertain to equal opportunity and treatment for all students.

L. The board reserves the right to revoke the sanctioning of any organization if it is determined that the operation and purpose are not consistent with the policies and procedures adopted by the board.

M. Any disputes arising out of the enforcement of this policy may be appealed to the superintendent.

N. All Organizations will be required to obtain a federal Employee Identification Number (EIN).

O. If the organization is abolished or ceases to exist, all funds remaining after the financial responsibilities are satisfied shall be deposited into the general fund activity account of the school with which the organization was associated or state PTA.

P. A Sanctioning Packet will be submitted by the last school day of September each year by each organization. The packet included:

1. An "Application for Sanctioning of Parent Organization and Booster Clubs" form
2. A copy of the group's current bylaws and standing rules, (amendments to these by-laws will not take effect until the following school year)
3. The verification form indicating that the group president, vice president and treasurer have viewed the PTA or Booster Club Financial Responsibility Training video
4. A "Procedures for Insuring Financial Accountability" including the "Financial Accountability Report"
5. A copy of the general ledger (transactionregister) for the previous year

SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS (cont'd)

All five (5) of these items must be completed, fastened together and turned in to the site principal. The principal should sign and date the verification form and forward the packet to the Lawton Public Schools Finance Office (Shoemaker Education Center). The sanctioning form will then be sent to the board for approval. The board will not sanction a group until all five items have been completed and turned in to the Shoemaker Center.

LAWTON PUBLIC SCHOOLS

CFBB-E1

SCHOOL YEAR _____

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name _____ EIN # _____

Organization's Bank Name _____ Bank Account # _____

Faculty Sponsor's Name _____ Phone: _____ E-mail: _____

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):				
Address:				
Phone:				
Term Expiration:				

Describe how the organization officers are appointed or elected _____

Are dues or fees required to be a member of the organization: ____Yes ____No

Explain what amount and what the fees and dues cover _____

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization _____

Estimated List of Material / Monetary Contributions _____

Estimated List of Expenses _____

Principal's Recommendation: Approved _____ **Denied** _____

Signature of Principal _____ Date _____

Signature of Organization's Officer _____ Date _____

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

[redacted] ☐ APPROVED ☐ DENIED

Application for sanctioning is required annually

REV. 3-26-19

WAGES PAID FROM THE ACTIVITY FUND

Wages paid to employees of Lawton Public Schools are considered taxable wages. This includes all wages which are currently being paid through the activity fund for services rendered to the district regardless of their nature.

Because of the need to collect income and social security tax on these wages, payment will be made through the payroll system. The account that is paying for the service will cover the employer matching FICA tax and teachers retirement (if applicable).

To pay wages to employees of Lawton Public Schools using activity fund money, the following procedure should be used:

The REQUEST FOR PAYMENT OF SERVICES DISTRICT EMPLOYEE should be completed and sent to the activity fund custodian. Employees will receive payment through the payroll department on the tenth of the month following completion of services rendered. The form should be sent to activity fund custodian by the end of the month services were completed. The activity fund custodian must have paperwork submitted to payroll department by the last working day of the month so that payment can be made on the tenth of the following month.

Cross Reference: **Policy CFB, Activity Funds Management**
Policy DE, Salaries and Expenses
Policy CFEA, Salary Deductions

FUND RASING BY IN-SCHOOL ORGANIZATIONS

Elementary School Fund-Raising

Fund-raising activities involving elementary students are generally not encouraged, and door-to-door sales are strongly discouraged. However, if students are asked to participate in door-to-door sales, the precautionary measures listed below must be taken while these restrictions apply only to fund-raising projects sponsored by the school, PTA, and booster clubs are requested to adhere to the same precautionary guidelines when conducting fundraising projects involving elementary students.

1. All fund raising activities must have the approval of the building principal prior to the initiation of any activity connected to the fundraiser.

2. Fund-raising activities must have an adult representative of the district present at all times except in the case of door-to-door sales.

3. Fund-raising projects conducted outside of the school are limited to one per semester subject to the following conditions:
   A. Door-to-door sales or deliveries by elementary students are prohibited unless the student is accompanied by a parent or adult designated by the parent.
   B. Before Students engage in out-of-school fund-raising activities, a parental permission and responsibility form must be signed by the parent and on file in the office of the school principal. The form must contain, at a minimum, the following information:
      1) Name of the student being asked to participate.
      2) Name of the designated adult who will accompany the student.
      3) Name of the school where the project is being held.
      4) Name of the school organization holding the fund-raiser.
      5. Name of the sponsoring adult who can be contacted.
      6. Purpose of the fund-raising project.
      7. What is being sold.
      8. When the project begins and ends.
      9. Any other conditions, restrictions, or circumstances parents should understand.
      10. Signature of parent acknowledging statement of responsibility and understanding which contains, at a minimum, the following words:

"I understand that door-to-door sales or deliveries by elementary students are prohibited unless accompanied by a parent or an adult designated by a parent. My child has permission to participate and will do so under the above-described guidelines. Further, I assume responsibility for returning all money earned from sales or will return unsold merchandise issued to my child."

FUND RAISING BY IN-SCHOOL ORGANIZATIONS (cont.)

C. PTA's and booster clubs will be responsible for ordering, distributing, and delivering materials, and collecting funs for events they sponsor.

Secondary School Fund-Raising

Fund-raising activities involving secondary students are generally not encouraged, and door-to-door sales are strongly discouraged. However, if students are asked to participate in door-to-door sales, the precautionary measures listed below must be taken. While the restrictions apply only to fund-raising projects sponsored by the school, PTA and booster clubs are requested to adhere to the same precautionary guidelines while conducting fund-raising projects involving secondary students.

1. Middle School Fund-Raising

a. All fund-raising activity must have the approval of the building principal prior to the initiation of any activity connected to the fundraiser.

b. Fund-raising activities must have an adult representative of the district present at all times except in the case of door-to-door sales.

c. Fund-raising projects conducted outside of the school are limited by one per semester.

2. Before students engage in out-of-school fund-raising activities, a parent permission and responsibility form must be singed by the parent on file in the office of the school principal. The form must contain, at a minimum, the following information:

1. Name of the student being asked to participate.
2. Name of the designated adult who will accompany the student.
3. Name of the school where the project is being held.
4. Name of the school organization holding the fund-raiser.
5. Name of the sponsoring adult who can be contacted.
6. Purpose of the fund-raising project.
7. What is being sold.
8. When the project begins and ends.
9. Any other conditions, restrictions, or circumstances parents should understand.
10. Signature of parent acknowledging statement of responsibility and understanding which contains, at a minimum, the following words:

"I understand that door-to-door sales or deliveries by secondary students are prohibited unless accompanied by a parent or an adult designated by a parent. My child has permission to participate and will do so under the above-described guidelines. Further I assume responsibility for returning all money earned from sales or will return unsold merchandise issued to my child."

3. Middle school students may pick up items for fund-raisers without being accompanied but students must be accompanied when selling or delivering materials.
4. PTA's and booster clubs will be responsible for ordering, distributing, and delivering materials, and collecting funds for events they sponsor.

Senior High School Fund-Raising

1. All fund-raising activities must have the approval of the building principal prior to the initiation of any activity connected to the fundraiser.
2. Fund-raising activities must have an adult representative of the district present at all times except in the case of door-to-door sales.
3. Each senior high school organization is limited to one fund-raiser per semester or two per year.
4. Senior high students participating in door-to-door sales must sell or distribute in teams.
5. Senior high students may pick up items for fund-raisers without being accompanied, but students must be accompanied by an adult or another high school student when selling or delivering materials.
6. PTA's and booster clubs will be responsible for ordering, distributing, and delivering materials, and collecting funds for the events they sponsor.

CROSS-REFERENCE: Policy CFB, Activity Funds

FUND RASING CAMPAIGNS

No money will be collected in the schools from students for the purpose of raising funds for charitable organizational or other non-school projects.

Projects other than fund drives, such as the collection of clothing and canned goods, may be conducted as club projects within individual schools. However, such drives shall not be conducted as school-sponsored projects.

Appendix C

EXAMPLE CODES FOR EXPENDITURES

EFFECTIVE 7-1-2020

FISCAL YEAR	FUND	ACCT	FUNCTION **PURPOSE OF ITEM** (ALWAYS START WITH 5)	OBJECT **WHAT IS BEING BOUGHT**	PROGRAM	SUBJECT SPACES	SITE
X	60	xxx	**NON-INSTRUCTION (52199)**	SUPPLY (683)	**900**	000	XXX
				Award/Food (682)			
			INSTRUCTIONAL (51000)	SUPPLY (681)	**100**	required for	
			PRINCIPAL (52410)	BOOK (641)	239 (SpEd)	instructional	
			LIBRARY (52220)	SOFTWARE (653)	251 (G/T)	book	
			COUNSELOR (52120)		311 (VoAg)	SOME EXAMPLES:	
			CUSTODIAN (52620)	TRAVEL:	690 (X-T Time)	1050 = ELEM & MIDDLE	
				LOCAL = 581	ETC	1350 = VOCAL MUSIC	
				WITHIN STATE = 582		1360 = PE	
				OUTSIDE STATE = 583		SENIOR HIGH = SPECIFIC	

ACCELERATED READER - RENAISSANCE LEARNING
- BOOKS — X-60-xxx-52220-641-900-0000-000-XXX
- WEB BASED TESTS & SUPPORT — X-60-xxx-52220-653-900-0000-000-XXX

ACCOMPANIST
- PARTICIPATION IS PART OF GRADE — X-60-xxx-51000-337-100-0000-000-XXX
- STUDENT DOES NOT GET GRADE — X-60-xxx-52199-337-900-0000-000-XXX

ADMISSION FOR STUDENTS — X-60-xxx-52199-810-900-0000-000-XXX
(movie, LARC events, Omniplex, etc)

IF STUDENT BROUGHT MONEY — X-60-xxx-53200-660-900-0000-000-XXX
(TO BE DEPOSITED AND ATP WRITTEN TO VENDOR FOR PAYMENT FROM LPS)

ASSEMBLY PRESENTER/SPEAKER
- STUDENTS ARE NOT CHARGED — X-60-xxx-51000-320-100-0000-000-XXX
- STUDENTS ARE CHARGED (RECEIPT MONEY) — X-60-xxx-53200-660-900-0000-000-XXX

ATHLETICS - SEE SEPARATE ATHLETIC CODING

AWARDS - REWARDS - CERTIFICATES — X-60-xxx-52199-682-900-0000-000-XXX
purchased from outside vendor per specifications (engraved)

BOOK
- INSTRUCTIONAL — X-60-xxx-51000-641-100-SPECIFIC-000-XXX
- PRINCIPAL — X-60-xxx-52410-641-900-0000-000-XXX

BUILDING
- SUPPLIES — X-60-xxx-52620-618-900-0000-000-XXX
- POSTAGE — X-60-xxx-52620-530-900-0000-000-XXX
- WATER SERVICE (Cullligan) — X-60-xxx-52199-449-900-0000-000-XXX
- TABLES/CHAIRS/ETC
  - FOR GENERAL USE — X-60-xxx-52620-651-900-0000-000-XXX
  - FOR PRINCIPAL'S OFFICE — X-60-xxx-52410-651-900-0000-000-XXX

CHARTERED BUS, VAN, ETC. X-60-xxx-52720-442-900-0000-000-XXX
(not driven by LPS employee)

CHOREOGRAPHER (if school employee, must be paid through payroll)
STUDENT GETS GRADE X-60-xxx-51000-337-100-0000-000-XXX
STUDENT DOES NOT GET GRADE X-60-xxx-52199-337-900-0000-000-XXX

COACHES UNIFORMS (COACHES EARN MONEY - NO STUDENTS INVOLVED IN FUNDRAISING)
SEE SEPARATE ATHLETIC CODING (OR COACH PAYS)

COMPUTER AND RELATED ITEMS
INSTRUCTIONAL X-60-xxx-51000-653-100-**XXXX**-000-XXX
PRINCIPAL X-60-xxx-52410-653-900-0000-000-XXX

CONCESSIONS
usually run through Acct 875 X-60-xxx-53200-670-900-0000-000-XXX

CUSTODIAL X-60-xxx-52620-618-900-0000-000-XXX

DONATION TO CHARITY X-60-xxx-52199-881-900-0000-000-XXX
(when funds have been raised specifically for that cause or club decision)

DJ FOR SCHOOL EVENT X-60-xxx-52199-337-900-0000-000-XXX

ENGRAVING-NON-INSTRUCTIONAL X-60-xxx-52199-682-900-0000-000-XXX
trophies, medals, awards, t-shirts, hats, jackets
ENGRAVING-INSTRUCTIONAL X-60-xxx-51000-682-100-0000-000-XXX
cheer/drill team, JROTC, vocal music, etc

ENTRY FEES
STUDENT GETS GRADE X-60-xxx-51000-810-100-0000-000-XXX
VOLUNTARY PARTICIPATION X-60-xxx-52199-810-900-0000-000-XXX

EQUIPMENT (object code depends on value of item)
AUDIO VISUAL X-60-xxx-51000-652-100-**XXXX**-000-XXX
camera, dvd player, screens, etc.
TECHNOLOGY-RELATED X-60-xxx-51000-653-100-**XXXX**-000-XXX
Computers, InFocus, Smartboard, Elmo
CLASSROOM X-60-xxx-51000-651-100-**XXXX**-000-XXX
desks, chairs, file cabinets, etc (life span greater than one year)
GENERAL X-60-xxx-52199-651-900-0000-000-XXX
tables/chairs used for general purposes throughout building, etc

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FACULTY FUND X-60-995-52575-682-900-0000-000-XXX
IF RUN THROUGH ACTIVITY FUND

FLOWERS FOR OUTSIDE X-60-xxx-52630-618-900-0000-000-XXX

FUNDRAISERS	
FOR PROFIT	X-60-xxx-53200-670-900-0000-000-XXX
NON-PROFIT	X-60-xxx-53200-660-900-0000-000-XXX
(also code this when student brings money that you will turn right around and pay out)	
GIFTED/TALENTED INSTRUCTION	X-60-xxx-51000-681-251-0000-000-XXX
INCENTIVES FOR STUDENTS	X-60-xxx-52199-682-900-0000-000-XXX
AWARDS - CANDY - FOOD - REFRESHMENTS - SNACKS - CLUB MEETING SUPPLIES (EOY PARTY - FUN DAY - PROMOTION - SR ACTIVITIES)	
ID CARDS/LANYARDS - **MIDDLE SCHOOLS**	
MUST BE FROM GENERAL ACCT	X-60-850-52199-682-900-0000-000-XXX
INK CARTRIDGES	X-60-xxx-5xxxx-611-900-0000-000-XXX
ONLY ALLOWED THROUGH ACTIVITY FUND	
INSERVICE TRAINING FOR INSTRUCTIONAL (CLASSROOM) STAFF	
BRINGING IN A CONSULTANT	X-60-xxx-52213-320-900-0000-000-XXX
REGISTRATION FOR WORKSHOP	X-60-xxx-52213-860-900-0000-000-XXX
MUST COMPLETE PROFESSIONAL LEAVE FORM	
TRAVEL- MILEAGE, TOLLS, MEALS, HOTEL	X-60-xxx-52213-582-900-0000-000-XXX
INSERVICE TRAINING FOR NON-INSTRUCTIONAL STAFF	
BRINGING IN A CONSULTANT	X-60-xxx-52573-320-900-0000-000-XXX
REGISTRATION FOR WORKSHOP	X-60-xxx-52573-860-900-0000-000-XXX
MUST COMPLETE PROFESSIONAL LEAVE FORM	
TRAVEL- MILEAGE, TOLLS, MEALS, HOTEL	X-60-xxx-52573-582-900-0000-000-XXX
INSTRUCTIONAL = USED BY STUDENTS	
BOOKS (requires specific subject)	X-60-xxx-51000-641-100-**XXXX**-000-XXX
SUPPLIES	X-60-xxx-51000-681-100-0000-000-XXX
SOFTWARE (requires specific subject)	X-60-xxx-51000-653-100-**XXXX**-000-XXX
LIBRARY	
BOOKS	X-60-905-52220-641-900-0000-000-XXX
DECORATIONS	X-60-905-52220-682-900-0000-000-XXX
SUPPLIES	X-60-905-52220-619-900-0000-000-XXX
BOOK FAIR	X-60-905-53200-670-900-0000-000-XXX
FURNITURE	X-60-905-52220-651-900-0000-000-XXX
SNACKS FOR STUDENTS	X-60-905-52199-682-900-0000-000-XXX
LOUNGE	
COFFEE, TEA, SUGAR, ETC	X-60-xxx-52575-682-900-0000-000-XXX
OUTSIDE - LANDSCAPING - GROUNDS	(object code depends on value)
SIGNAGE	X-60-xxx-52630-618-900-0000-000-XXX
LAWN SERVICE	X-60-xxx-52630-420-900-0000-000-XXX
SPRINKLER SYSTEM	X-60-xxx-52630-618-900-0000-000-XXX
parts for our own personnel to install	
SPRINKLER SYSTEM	X-60-xxx-52630-420-900-0000-000-XXX
installed by outside vendor	

PAPER -- MEDIA CENTER PRINTING	X-60-xxx-5xxxx-611-900-0000-000-XXX
POSTAGE	X-60-xxx-52620-530-900-0000-000-XXX
PRINCIPAL - USED BY PRINCIPAL/SECRETARY	
BOOKS	X-60-xxx-52410-641-900-0000-000-XXX
FURNITURE	X-60-xxx-52410-651-900-0000-000-XXX
INK CARTRIDGE	X-60-xxx-52410-611-900-0000-000-XXX
SUPPLIES	X-60-xxx-52410-619-900-0000-000-XXX
SOFTWARE	X-60-xxx-52410-653-900-0000-000-XXX
PRINTING - PUBLISHING	
BY OUTSIDE VENDOR	X-60-xxx-52199-550-900-0000-000-XXX
BY LPS MEDIA CENTER FOR CLASSROOM	X-60-xxx-51000-611-100-0000-000-XXX
BY LPS MEDIA CENTER FOR PRINCIPAL	X-60-xxx-52410-611-900-0000-000-XXX
REFUND	X-60-xxx-5XXXX-930-900-0000-000-XXX
LIBRARY LOST BOOK	52220-930
PARTICIPATION FEE	52199-930
COPY OF RECEIPT MUST BE ATTACHED TO ATP	
REGISTRATION	
INSTRUCTIONAL STAFF	X-60-xxx-52213-860-900-0000-000-XXX
NON-INSTRUCTIONAL STAFF	X-60-xxx-52573-860-900-0000-000-XXX
STUDENT PARTICIPATION FEE	X-60-xxx-52199-810-900-0000-000-XXX
REIMBURSEMENT TO GENERAL FUND (CHECK WILL BE ISSUED)	
ATP ISSUED TO "LAWTON BOARD OF EDUCATION"	
WHEN ACTIVITY FUND NEEDS TO REIMBURSE GENERAL FUND FOR PURCHASES OVER ALLOCATION.	X-60-xxx-55200-930-900-0000-000-XXX
REPAIRS (by outside vendor)	
INSTRUCTIONAL	X-60-xxx-51000-439-100-0000-000-XXX
band equipment, some athletics	
NON-INSTRUCTIONAL	X-60-xxx-52640-439-900-0000-000-XXX
vacuum, washer/dryer, ice maker, lockers, etc	
REPAIRS (just the part needed, we do the labor ourselves)	
NON-INSTRUCTIONAL	X-60-xxx-52640-618-900-0000-000-XXX
SPECIAL OLYMPICS	
TROPHIES - MEDALS	X-60-xxx-52199-682-239-0000-000-XXX
T-SHIRTS - STUDENT PAYS	X-60-xxx-53200-660-239-0000-000-XXX
HOUSING - LODGING	X-60-xxx-52720-515-239-0000-000-XXX
MEALS	X-60-xxx-52720-516-239-0000-000-XXX
SNACKS	X-60-xxx-52199-682-239-0000-000-XXX
COACHES UNIFORMS - COACH PAYS	X-60-xxx-53200-660-239-0000-000-XXX

STAFF - FOOD & SUPPLIES
- INSTRUCTIONAL STAFF X-60-960-52213-682-900-0000-000-XXX
  FOR IN-SERVICE/PLANNING/TRAINING MEETINGS
- NON-INSTRUCTIONAL STAFF X-60-960-52573-682-900-0000-000-XXX
  FOR IN-SERVICE/PLANNING/TRAINING MEETINGS

STORYTELLER X-60-xxx-51000-320-100-0000-000-XXX

STUDENT STORE X-60-xxx-53200-670-900-0000-000-XXX
SALES TO STUDENTS/PARENTS (pencils, t-shirts, etc)

SUPPLIES THROUGH LPS INSTRUCTIONAL MEDIA CENTER - SEE SEPARATE CODING
- ITEMS FOR INSTRUCTIONAL X-60-xxx-51000-681-100-0000-000-XXX
- ITEMS FOR PRINCIPAL'S OFFICE USE X-60-xxx-52410-619-900-0000-000-XXX
- ITEMS FOR LIBRARY X-60-xxx-52220-619-900-0000-000-XXX

TABLES X-60-850-52199-651-900-0000-000-XXX
(chairs, decorations, furniture for building general use)

TRAVEL
- TO SUPERVISE ATHLETICS X-60-xxx-52199-**XXX**-XXX-0000-000-XXX
  any certified staff member asked to attend event (**581=local and 582=state)**
- LODGING WITH STUDENTS X-60-xxx-52720-515-900-0000-000-XXX
- MEALS WITH STUDENTS X-60-xxx-52720-516-900-0000-000-XXX
- PERSONAL VEHICLE W/ STUDENTS X-60-xxx-52720-513-900-0000-000-XXX

PROFESSIONAL GROWTH , IN-SERVICE TRAINING, WORKSHOPS
(MUST COMPLETE PROFESSIONAL LEAVE FORM PRIOR TO ATTENDING)
- TEACHER/TEACHER ASST X-60-xxx-52213-**582**-900-0000-000-XXX
- NON-INSTRUCTIONAL STAFF X-60-xxx-52573-**582**-900-0000-000-XXX

TROPHIES - MEDALS FOR STUDENTS X-60-xxx-52199-682-900-0000-000-XXX

UNIFORMS - will remain in the building for students next year
- FOR A CREDIT/GRADE CLASS X-60-xxx-51000-657-100-0000-000-XXX
  (JROTC - High School Cheer - Dance - Sports)
- FOR STUDENTS-CLUBS-ACTIVITIES X-60-xxx-52199-657-900-0000-000-XXX
  (Student Council - Sr Class - Showcase)
- GIVING STUDENT T-SHIRT X-60-xxx-52199-682-900-0000-000-XXX
  (NJHS/Showcase/5th Promotion)
- STUDENT PAYS X-60-xxx-53200-660-900-0000-000-XXX
  (Cheer/Dance camp clothes)

WATER SERVICE (Culligan, etc) X-60-xxx-52620-440-900-0000-000-XXX

X-TENDED TIME X-60-970-53300-683-690-0000-000-XXX
EXPENDITURES ARE RELATED TO X-TENDED TIME ACTIVITIES ONLY

YEARBOOK X-60-xxx-53200-670-900-0000-000-XXX

EXAMPLE CODES FOR REVENUE

FISCAL YEAR	FUND	PROJECT (ACCT)	SOURCE OF REVENUE (ALWAYS START WITH 4)	ALWAYS 000	ALWAYS 900 (EXCEPT ATHLETICS)	ALWAYS 0000	SPACES 000	SITE
X	60	xxx						XXX

ADMISSIONS - Revenue received from admission to SCHOOL-SPONSORED events
ticket to movie, school assembly, dance/prom
X-60-xxx-41910-000-900-0000-000-XXX

CAMPS HELD FOR GENERAL PUBLIC PARTICIPATION
Cheer/Dance (Athletics see separate Athletic Coding)
X-60-xxx-41990-000-900-0000-000-XXX

CONCESSIONS (non-athletic) X-60-xxx-41920-000-900-0000-000-XXX
usually run through Acct 875

CONTRIBUTION/DONATION - Revenue received from foundations, private individuals, or organizations for which no repayment or special service to the contributor is expected.
DONATION FORM REQUIRED FOR $100.00 OR MORE (or if contributor would like a copy)
If project is going to be drawn out over long period of time, deposit to Acct 984-Designated Contribution
X-60-xxx-41972-000-900-0000-000-XXX

FEES - Charge students to participate: fee includes admisstion, t-shirt/uniform, transportation, food, lodging, etc. X-60-xxx-41990-000-900-0000-000-XXX
Six Flags, Cheer/Dance Camp, Vocal Music trip, VoAg trip, Special Olympics, etc

FINES & FEES
LOST LIBRARY BOOKS, LATE FEE AND COPIES, MAIL, FAX, ETC X-60-905-41990-000-900-0000-000-XXX
SCHOOL-SPONSORED ACTIVITY TRANSPORTATION FEES **(CALL SHOEMAKER FINANCE DEPT)**
(i.e., Duncan Chisholm Trail, Friends of the Wichitas)

FUNDRAISER - PURCHASED FOR RESALE (EXCLUDES STUDENT STORE)
FOR PROFIT (making **more than $1.00** after paying all bills)
Book Fair, Popcorn-Pickle, Yearbook, Carnival, Brochure Sales, etc.
X-60-xxx-41950-000-900-0000-000-XXX
FOR NON-PROFIT (buy item - sale item for exact cost)
T-Shirts for staff, Uniforms, Camp clothes, etc. X-60-xxx-41990-000-900-0000-000-XXX
Items sold for less than $1.00 profit X-60-xxx-41951-000-900-0000-000-XXX

GRANT - Revenue received that was REQUESTED from foundations, private individuals, or organization that the receiving party must do something for the contributor. Generally this will be written application with requirements for filing reports and documentation.

CALL FINANCE DEPARTMENT BEFORE DEPOSITING ANY FUNDS.

ID CARDS/LANYARDS - **MIDDLE SCHOOLS**		
LOST OR DAMAGED ID CARDS		
1/2 PROCEEDS TO SCHOOL		X-60-850-41990-000-900-0000-000-XXX
1/2 PROCEEDS TO DISTRICT		X-60-863-41990-000-900-0000-000-353
LANYARD REPLACEMENT		
ALL PROCEEDS TO SCHOOL		X-60-850-41990-000-900-0000-000-XXX
LIBRARY		
BOOK FAIR SALES		X-60-905-41950-000-900-0000-000-XXX
MISCELLANEOUS		X-60-xxx-41990-000-900-0000-000-XXX
SCHOOL PLANNERS, BOX TOPS, DOLLARS FOR EDUCATION, COUNTRY MART REBATES		
ITEMS SOLD ON WHICH NO PROFIT WAS MADE		
PICTURE COMMISSION		X-60-919-41990-000-900-0000-000-XXX
SCHOOL PLAY (CHARGE PUBLIC TO ATTEND)		X-60-xxx-41910-000-900-0000-000-XXX
STUDENT STORE - Revenue from sales to students/parents or student-sponsored store		X-60-xxx-41980-000-900-0000-000-XXX
TEXTBOOKS - LOST OR DAMAGED		X-60-945-41540-000-900-0000-000-353
X-TENDED TIME		
SCHOOL PORTION	15%	X-60-970-41260-000-900-0000-000-XXX
DISTRICT PORTION	85%	X-60-971-41260-000-900-0000-000-XXX

EXAMPLE CODES FOR ATHLETICS

EFFECTIVE 7-1-2020

FISCAL YEAR	FUND	ACCT	FUNCTION **PURPOSE OF ITEM** (ALWAYS START WITH 5)	OBJECT **WHAT IS BEING BOUGHT**	PROGRAM **SPORT SPECIFIC**	SUBJECT	SPACES	SITE
X	60	XXX	**NON-INSTRUCTION (52199)**	SUPPLY (683)				XXX
			AWARDS (52199)	TROPHIES (682)				
			INSTRUCTIONAL (51000)	SUPPLY (681)				
				BOOK (641)			3300	
				SOFTWARE (653)			3300	
				ETC				
				TRAVEL:				
				LOCAL = 581				
				WITHIN STATE = 582				
				OUTSIDE STATE = 583				

ATHLETICS

HIGH SCHOOL: 4 SPORTS ARE INSTRUCTIONAL (ATHLETE RECEIVES GRADE)

FOOTBALL	801	3300
BOYS BASKETBALL	802	3300
GIRLS BASKETBALL	803	3300
WRESTLING	807	3300

MIDDLE SCHOOL - STUDENTS DO NOT RECEIVE GRADE
52199

ACCOUNT NUMBER 810 IS NOW ACCOUNT NUMBER 840

THIS ACCOUNT HAS TO BE SPENT SPORT SPECIFIC (PROGRAM CODE).
ITEM NEEDS TO BE CODED TO THE SPORT IN WHICH IT WILL BE USED.
STUDENT FUNDRAISERS MUST BE DEPOSITED HERE.
FUNDS CAN NOT BE TRANSFERRED TO NON-ATHLETIC ACCOUNT.
TRANSFERS BETWEEN SPORTS (ACCOUNTS) DO NOT NEED BOARD APPROVAL.

ACCOUNT 825 - CAMPS AND ACCOUNT 830 - EXTRAS HAVE BEEN COMBINED

NEW PROJECT (ACCOUNT) NUMBER CORRELATES TO PROGRAM (SPORT) CODE.

EACH ACCOUNT CAN SPEND ON ANY SPORT.
(football can buy baseballs, soccer can help rent bus for girls basketball)
STUDENTS CAN NOT BE USED TO RAISE FUNDS.

TRANSFERS BETWEEN SPORTS (ACCOUNTS) DO NOT NEED BOARD APPROVAL.

AWARDS - REWARDS - LETTERS X-60-xxx-52199-682-**819**-0000-000-XXX
(or each sport can purchase their own)

BUILDING

LOCKERS/LOCKS FOR GYM (DRESSING ROOM)
X-60-xxx-52620-618-**819**-0000-000-XXX
(ALL ATHLETIC PROGRAMS WILL USE THE GYM/DRESSING ROOM)

CAMPS HELD FOR GENERAL PUBLIC PARTICIPATION
T-SHIRTS, FOOD, ETC X-60-801-53300-670-610-0000-000-XXX

CHARTERED BUS, VAN, ETC.
FOOTBALL X-60-xxx-52720-442-801-0000-000-XXX
SOFTBALL X-60-xxx-52720-442-806-0000-000-XXX
FOOTBALL HELPS G BB X-60-801-52720-442-803-0000-000-XXX

CLOTHING - TSHIRTS - SHORTS
FOOTBALL PRACTICE SETS X-60-840-52199-682-**801**-0000-000-XXX
(STUDENT ENDS UP KEEPING THE ITEM)
(HS) CLOTHING KEPT YEAR TO YEAR X-60-840-51000-657-**801**-0000-000-XXX
(MID) CLOTHING KEPT YEAR TO YEAR X-60-840-52199-657-**801**-0000-000-XXX

COACHES UNIFORMS (COACHES EARN MONEY - NO STUDENTS INVOLVED)
ONLY FROM EXTRAS ACCOUNTS
COACH ENDS UP KEEPING ITEMS
(EXAMPLE FOOTBALL) X-60-801-52199-682-801-0000-000-XXX
BASEBALL WANTS TO HELP SOFTBALL X-60-805-52199-682-**806**-0000-000-XXX

COACHES CLINIC (need Proof of Attendance from Clinic to get reimbursed)
REGISTRATION X-60-xxx-52213-860-**xxx**-0000-000-XXX
MILEAGE, TOLLS, FOOD, HOTEL, ETC X-60-xxx-52213-582-**xxx**-0000-000-XXX
NEED TO DO PROFESSIONAL LEAVE FORM BEFORE GOING)

COMPUTER AND RELATED ITEMS
INSTRUCTIONAL (GRADE) X-60-xxx-51000-653-**xxx**-3300-000-XXX
NON-INSTRUCTIONAL X-60-xxx-52199-653-**xxx**-0000-000-XXX

CONCESSIONS X-60-xxx-53200-670-**xxx**-0000-000-XXX
IF RUN THROUGH ACCT 875, NO NEED FOR SPECIFIC SPORT)

CUSTODIAL X-60-xxx-52620-618-**xxx**-0000-000-XXX

DONATION TO CHARITY X-60-xxx-52199-881-**xxx**-0000-000-XXX
(when funds have been raised specifically for that cause or club decision)

ENTRY FEES
STUDENT GETS GRADE X-60-840-51000-810-**xxx**-0000-000-XXX
VOLUNTARY PARTICIPATION X-60-840-52199-810-**xxx**-0000-000-XXX

EQUIPMENT (object code depends on value of item)
AUDIO VISUAL X-60-xxx-51000-652-**xxx**-0000-000-XXX
camera, dvd player, screens, etc
TECHNOLOGY-RELATED X-60-xxx-51000-653-**xxx**-3300-000-XXX

PART OF UNIFORM X-60-xxx-51000-657-**xxx**-3300-000-XXX
helmets, pads, jerseys (ATHLETE RECEIVES GRADE)
BATS, TENNIS BALLS, SHOES, etc X-60-xxx-52199-683-**xxx**-0000-000-XXX
(example 52199 student does not receive grade)

FIELDS - UPKEEP BY OUR OWN PERSONNEL

PAINT TO MARK **SOCCER** FIELD	X-60-xxx-52630-618-**815**-0000-000-XXX
LAWNMOWER FOR **BASEBALL**	X-60-xxx-52630-656-**805**-0000-000-XXX
SPRINKLER PARTS **SOFTBALL**	X-60-xxx-52630-618-**806**-0000-000-XXX

FIELDS - UPKEEP BY OUTSIDE VENDOR

SPRINKLER SYSTEM **SOFTBALL**	X-60-xxx-52630-420-**806**-0000-000-XXX

FUNDRAISERS

FOR PROFIT	X-60-xxx-53200-670-**xxx**-0000-000-XXX
NON-PROFIT	X-60-xxx-53200-660-**xxx**-0000-000-XXX

HELMET REPAIR

HIGH SCHOOL	X-60-840-51000-439-801-0000-000-XXX
MIDDLE SCHOOL	X-60-840-52199-439-801-0000-000-XXX

OFFICIALS - ANY SPORT

HIGH SCHOOL	X-60-840-51000-343-**xxx**-0000-000-XXX
MIDDLE SCHOOL	X-60-840-52199-343-**xxx**-0000-000-XXX

INSERVICE TRAINING FOR COACHES

BRINGING IN A CONSULTANT	X-60-xxx-52213-320-xxx-0000-000-XXX
REGISTRATION FOR WORKSHOP	X-60-xxx-52213-860-**xxx**-0000-000-XXX
MUST COMPLETE PROFESSIONAL LEAVE FORM	
TRAVEL- MILEAGE, TOLLS, MEALS, HOTEL	X-60-xxx-52213-582-**xxx**-0000-000-XXX

REPAIRS (by outside vendor)

INSTRUCTIONAL	X-60-xxx-51000-439-801-0000-000-XXX
helmets	
NON-INSTRUCTIONAL	X-60-xxx-52640-439-819-0000-000-XXX
vacuum, washer/dryer, ice maker, lockers, etc	

TRAVEL (581 = LOCAL 582 = STATE)

TO SUPERVISE ATHLETICS	X-60-xxx-52199-(XXX)-**xxx**-0000-000-XXX
any certified staff member asked to attend event	
LODGING WITH STUDENTS	X-60-xxx-52720-515-**xxx**-0000-000-XXX
MEALS WITH STUDENTS	X-60-xxx-52720-516-**xxx**-0000-000-XXX
PERSONAL VEHICLE W/ STUDENTS	X-60-xxx-52720-513-**xxx**-0000-000-XXX

TROPHIES - MEDALS FOR STUDENTS X-60-xxx-52199-682-**xxx**-0000-000-XXX

UNIFORMS - STAY IN BUILDING FOR USE BY NEXT YEAR'S STUDENTS

FOR A CREDIT/GRADE CLASS	X-60-xxx-51000-657-**xxx**-3300-000-XXX
NO GRADE RECEIVED	X-60-xxx-52199-657-**xxx**-0000-000-XXX

EXAMPLE CODES FOR ATHLETIC REVENUE

FISCAL YEAR	FUND	PROJECT (ACCT)	SOURCE OF REVENUE (ALWAYS START WITH 4)	ALWAYS 000	ALWAYS A SPORT CODE IN 800'S	ALWAYS 0000	SPACES 000	SITE
X	60	xxx						XXX

ATHLETIC REVENUE - Revenue received for all school-sponsored athletic activities.

ADMISSIONS - Revenue received from the sale of tickets for school events
Boys Basketball game receipts X-60-xxx-41810-000-**802**-0000-000-XXX

ADVERTISING AND PROGRAM SALES - Revenue received from athletic sales and advertising.
Football example X-60-xxx-41820-000-**801**-0000-000-XXX

CAMPS HELD FOR GENERAL PUBLIC PARTICIPATION
Football Camp for public youth X-60-801-41890-000-**801**-0000-000-XXX

CONCESSIONS - Revenue received from the sale of food & drinks from concession activities.
Boys Basketball example X-60-xxx-41830-000-**802**-0000-000-XXX
Girls Basketball example X-60-xxx-41830-000-**803**-0000-000-XXX
RUN THROUGH ACCT 875 - no need to code to specific sport

CONTRIBUTION/DONATION - Revenue received from foundations, private individuals, or organizations for which no repayment or special service to the contributor is expected.
DONATION FORM REQUIRED FOR $100.00 OR MORE (or if contributor would like a copy)
If project is going to be drawn out over long period of time, deposit to Acct 984-Designated Contribution
FOR **SPECIFIC** SPORT X-60-xxx-41890-000-**805**-0000-000-XXX
FOR ALL SPORTS X-60-xxx-41890-000-**819**-0000-000-XXX

FEES, PENALTIES, & FINES - Revenue from entry fees
boys golf entry from another school X-60-xxx-41850-000-**813**-0000-000-XXX

SUPPLIES AND MATERIALS SOLD TO STUDENTS - Revenue received from the sale of items to students. X-60-806-41880-000-**806**-0000-000-XXX
softball team members pay for hats

FUNDRAISER - PURCHASED FOR RESALE - **ATHLETE DOES SELLING**
FOR PROFIT (making one penny after paying all bills)
girls basketball example X-60-840-41890-000-**803**-0000-000-XXX
FOR NON-PROFIT (buy item - sale item for exact cost)
wrestling t-shirts X-60-840-41890-000-**807**-0000-000-XXX

FUNDRAISER - **COACHES DO ALL THE WORK, no students involved**
HS football camp for public youth X-60-801-41890-000-**801**-0000-000-XXX

Appendix D

ACTIVITY PURCHASE ORDER AND AUTHORITY TO PAY VOUCHER

The Board of Education
Lawton Public Schools
Lawton, Oklahoma

SHOW THIS NUMBER ON INVOICE, SHIPPING PAPERS AND CONTAINERS

DATE OF ORDER	PO No. / A-T-P No.

REQUISITIONED BY

BILL TO

LAWTON PUBLIC SCHOOLS
ATTN: ACTIVITY FUNDS
P.O. BOX 1009
LAWTON, OK 73502-1009
(580) 357-6900

VENDOR

SHIP TO

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	ACCOUNT CHARGED							
				FUND	PROJ	FUNC	OBJ	PROG	SUBJ	JOB	SITE

Purchase/Payment Authorized By

Sponsor	Principal

Business Office Use Only

Date Paid	Check Number	Activity Fund Custodian

White Copy - Educator Center Yellow Copy - School File Pink Copy - Vendor

LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
EIN #73-6029956

REQUEST FOR DONATION

School:_____ Vendor: _____

Club/Organization: _____ Type of Donation: _____

Amount (approx): _____

Purpose of Donation:

_____

_____

_____

_____

Principal Approval: _____ Vendor Approval: _____

Date:_____ Vendor Contact Number: _____

Date: _____

WHITE - Donor **YELLOW - Finance Office** **PINK - School**

LAWTON PUBLIC SCHOOLS
DONATION FORM
EIN #73-6029956

Donor: _____ Date: _____

Address: _____

_____

Telephone: _____ Value: _____

School: _____ Type: _____

Organization/Sports _____ *(Cash, Check, Material, Labor, Other)*

Donation Description:

_____

_____

_____

_____

X DONOR'S NAME OR COMPANY NAME MUST BE ON THIS LINE. _____

Donor's Name (Printed) LPS Recipient Name (Printed)

SIGNATURE PREFERRED — HOWEVER, IF SIGNATURE IS NOT AVAILABLE, ATTACH COPY OF CHECK. X _____

Donor's Signature LPS Recipient Signature

WHITE - Donor Copy **YELLOW - Finance Office or attach to Statement of Credit** **PINK - School Copy**

LAWTON PUBLIC SCHOOLS

REQUEST FOR PROFESSIONAL LEAVE & CLAIM FOR REIMBURSEMENT

Employee's Name _____ LPS ID# _____ Date of Request _____

Bldg. _____ Date(s) expenses will be incurred _____

Subject/Guide _____ Date(s) of Leave _____

If AM/PM, specify time _____ Date(s) substitute needed _____

Destination _____ Substitute Pref. _____

Conference name or purpose of the trip _____

Is the professional leave directly related to accompanying students? YES ☐ NO ☐

ACCOUNT CODE	(1) Y	(2) FD	(3) PRJ	(5) FUNC	(3) OBJ	(3) PRO	(4) SUBJ	(3) UNT	ORDER VENDER / PAY VENDER	PURCHASE ORDER #
				5						

Prohibited reimbursement are:

a. Alcoholic beverages
b. Entertainment (movie rental, concert tickets, phone charges, etc.)
c. Tips exceeding 15% of meals
d. Non-LPS employees expenditures

House Bill 2167 Section 10. excerpt:
The encumbrance clerk, however, shall not pay any bill unless it is, or is properly supported by, an itemized invoice clearly describing each item purchased, the quantity of each item, its unit price, and its total cost.

Check with Purchasing Office for latest Transportation Rate

Pre-Trip Estimated Expenses		After Trip Reimbursable Expenses (ITEMIZED RECEIPTS REQUIRED)
_____	Transportation (IRS approved rate) _____ miles X Rate	_____
_____	Airfare (Arranged by Educational Services)	_____
_____	Registration Fee	_____
_____	Lodging (shared with) _____ _____nights X $_____	_____
_____	Meals _____ meals X $_____	_____
_____	Tolls / Parking	_____
_____	Tips	_____
_____	Other Expense	_____
_____	ESTIMATED TOTAL REIMBURSEMENT TOTAL	_____

_____ _____

Principal approval of professional leave Date Claimant Signature (Sign after trip is completed) Date

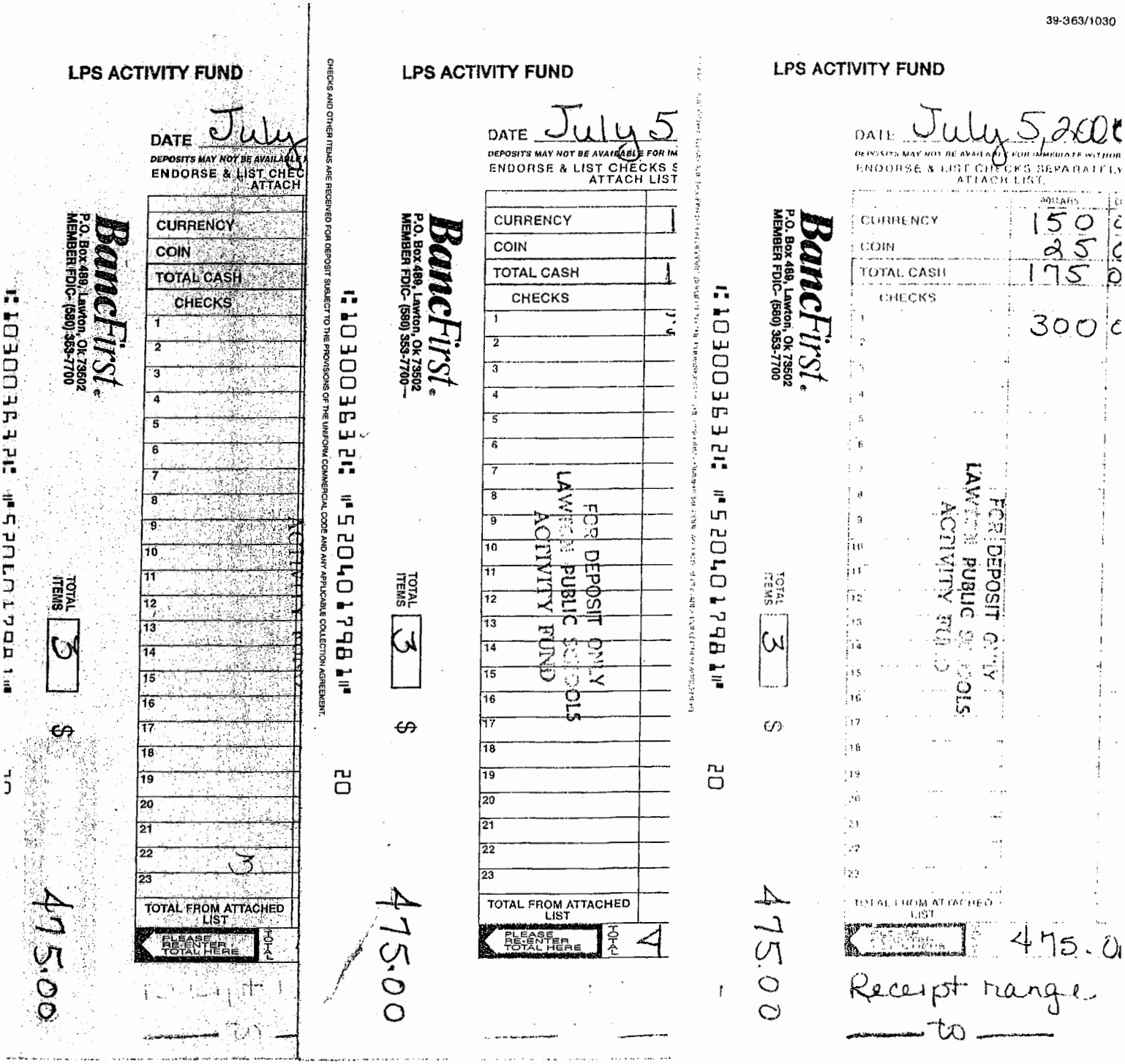
---

DISTRICT USE ONLY

Pre-Trip Request for Professional Leave		After Trip Claim for Reimbursement
_____ Signature of Approval or Denial / Date	Audited by:	_____ Signature of Approval or Denial / Date
_____ Signature of Approval or Denial / Date		_____ Signature of Approval or Denial / Date
_____ Signature of Approval or Denial / Date	Purchase Order entered by:	_____ Signature of Approval or Denial / Date

WHITE - SHOEMAKER CENTER CANARY - PURCHASING PINK - EMPLOYEE GOLDENROD - SUPERVISOR

Deposit Slips



pink yellow white

Deposit slips are in triplicate
send **white** and **yellow** with deposit with **one** adding machine tape
keep the **pink** with adding machine tape for your records
List receipt range from secretary's receipt book that makes up the deposit

STATEMENT OF CREDIT

For Bank Deposit to
Lawton Public Schools Activity Funds
Lawton, Oklahoma

Bank Bag # _____

School _____

_____ Financial Secretary

_____ Principal

Date _____

Account Number	Account Name	Origin Of Funds	Amount	
		TOTAL DEPOSIT		

Receipt # Range			
_____ – _____	Checks		
	Currency		
	Silver		
	TOTAL DEPOSIT		

This statement is made in triplicate. Deliver original and duplicate to bank with deposit and retain triplicate for school files.

PRINCIPAL'S OFFICE RECEIPT **ACTIVITY FUNDS**

SCHOOL Crosby Park DATE 8-3-06

RECEIVED OF Mary Smith

Thirty ^no/100 DOLLARS, $ 30 00

FOR Extended Day Tuition (Extended Day)

TEACHER'S RECEIPT NO. _____ TO _____

Sample Finance Secretary
Signature

No. 280307

PRINCIPAL'S OFFICE RECEIPT **ACTIVITY FUNDS**

SCHOOL Crosby Park DATE 8-3-06

RECEIVED OF Sponsor (Library)

One Hundred forty ^no/100 DOLLARS, $ 140 00

FOR Student Store sales (Library)

TEACHER'S RECEIPT NO. 000131 TO 000148

Sample Finance Secretary
Signature

No. 280308

PRINCIPAL'S OFFICE RECEIPT **ACTIVITY FUNDS**

SCHOOL Crosby Park DATE 8-3-06

RECEIVED OF Sponsor (Teacher)

One Hundred & 50/100 DOLLARS, $ 100 50

FOR Brochure sale (general)

TEACHER'S RECEIPT NO. 000158 TO 000163

Sample Finance Secretary
Signature

No. 280309

Lawton Public Schools
Establish or Amend Activity Accounts

Request to: X **Establish an Activity Fund Account**
_____ **Amend the Purpose(s) of an established account**
_____ **Amend the Revenue(s) of an established account**

School: MacArthur Middle School **Date Submitted:** July 5, 2006

Name of Account: Special Olympics

Sponsor of Account: Sponsor this year

Purpose(s) for which funds from this account will be expended:

1. Special Olympics activities, events, functions
2. Fundraiser expenses
3. Reimbursement of expenses
4. _____
5. _____
6. _____
7. _____

Revenue Source(s) from which this account will generate:

1. Fundraisers
2. Dues, fees, donations
3. Funds transferred
4. _____

Comments: _____

_____

_____

Principal Signature: _____ **Date approved:** _____

Executive Director Signature: _____ **Date approved:** _____

Lawton Public Schools
School Activity Sub-Account Budget
For the School Year 2 00X - 2 00X

PART 1

School Name McArthur Middle School Site # 530

Account Name Special Olympics Account # 990

A. Beginning Cash Balance, July 1 + $100.00

PART 2

B. Estimated Revenue:

Fundraiser	$ 1500.00

Total Section B - Estimated Revenue +

C. Total Estimated Cash (Section A + Section B) =

D. Estimated Expenditures:

Classroom items	$ 1050.00
Activities (Student)	300.00
Supplies	150.00

Total Section D - Estimated Expenditures = $1500.00

E. Estimated Ending Cash Balance, as of June 30 (Subtract Section D from Section C) $ 100.00

PART 3

Sponsor Thisyear
Signature of Teacher/Sponsor

Mr. P. Principal
Signature of Principal/President

Lawton Public Schools

Permission for Activity Fundraiser

Approved _____ **Denied** _____ **Request Date** Aug. 22, 2006

GENERAL INFORMATION	
School Name	MacArthur Middle School
Account Name	Special Olympics 990
Teacher/Sponsor	Sponsor This year
Type of Activity	Candy sales
Proposed Place	Various places
Proposed Dates	Sept. 26-30, 2006

FUNDRAISING SUPPLIER	
Name	Keubler Fundraising
Address	Wichita Falls, TX
Telephone Number	111-111-1116

FINANCIAL INFORMATION	
What is to be sold?	Candy
Where is it to be sold?	throughout city
Who is authorized to sell?	Students, faculty
Advanced sales?	Circle: Yes (No)

Estimated Budget:

Sales Price	1.00
Less: Cost of Merchandise	.50
Equals Estimated Profit	.50
Percentage of Profit - (Profit/Sales Price)	100%

What is profit to be used for? Instructional + non/instructional items

SIGNATURES

Sponsor Signature Sponsor This year Date Aug. 22, 2006

Principal Signature Mr. J. Principal Date Aug. 22, 2006

Please attach the following:

Authority to Pay

Fundraiser agreement form from the fundraiser company

Lawton Public Schools

Fundraiser Record Keeping Form

Sub-account Special Olympics **Fundraiser** Candy sales

	Name	Daily Collections — Dollar Amount Collected / Amount Allocated										Distribution (A) Total Allocated	(B) Amount Returned	(C) Amount to be Sold A-B	(D) Total Collected	Remaining Balance C-D	
		Date 9-15	Allocated	Date 9-16	Allocated	Date 9-17	Allocated	Date 9-18	Allocated	Date 9-19	Allocated						
1	Bobby Sue Lowe	-	15	15.00	15	15.00	15	15.00	15	15.00	-	60	0	60.00	60.00	0	1
2	Mark Sills	-	15	-	-	15.00	15	-	-	15.00	-	30	0	30.00	30.00	0	2
3	Teddy Smith	-	15	15.00	15	15.00	15	-	-			45	15	30.00	30.00	0	3
4	Mary Jones	-	15	-	-	-	-	-	-	15.00	-	15	0	15.00	15.00	0	4
5	Becky Black	-	15	15.00	15	15.00	15	15.00	15	15.00		60	0	60.00	60.00	0	5
6	Jerry Wells	-	15	-	-	-	-	10.00	-	-	-	15	5	10.00	10.00	0	6
7	Bill Borrow	-	15	15.00	15	-	-	-	-	15.00	-	30	0	30.00	30.00	0	7
8	Jeff White	-	15	15.00	60 Parent	30.00	30	60.00	30	30.00	-	135	0	135.00	135.00	0	8
9	Abby Ward	-	15	-	-	-	-	-	-	11.00	-	15	0	15.00	11.00	4.00	9
10	April Smith	-	15	15.00	15	15.00	30 Parent	30.00	30	30.00	-	90	0	90.00	90.00	0	10
11																	11
12																	12
13																	13
14																	14
15																	15
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21																	21
22																	22
23																	23
24																	24
25																	25
26																	26
27																	27
28																	28
	Totals		150	90.00	135	105.00	120	130.00	90	146.00	-	495	20	475.00	471.00	4.00	

A-4

Profit/Loss Form

School: MacArthur Middle School Date: Sept. 30, 2006

Sub Acct #: Special Olympics Sponsor: Sponsor This year

Fundraiser Event: Candy sales

Part 1 - Company Information - Potential Profit*

A. Potential Gross Profit (sales) from Fundraiser	+	495.00
B. Cost of Goods Sold 30 cases 3 free	-	225.00
C. Potential Net Profit (subtract line B from line A)	=	270.00
D. Potential Profit Percentage (divide line C by line A)		55 %

Part 2 - Adjustments to Potential Profit - Use Retail Prices

E. Amounts not Remitted to Sponsor by Students:

Student Name	Amount	Student Name	Amount
Abby Ward	4.00		

Total Amounts not Remitted - 4.00

F. Miscellaneous Adjustments:

Description	Amount	Description	Amount
20 items melted	20.00		

Total Miscellaneous Adjustments +/- 20.00

G. Adjusted Net Profit: (Adjust Line A by Lines B,E & F) = 246.00

Part 3 - School Information

H. Actual Gross Revenue from Fundraiser (deposits) **	+	471.00
I. Actual Cost of Goods Sold (payments for goods) **	-	225.00
J. Actual Net Profit (subtract line I from line H)	=	246.00
K. Actual Percentage Profit: (divide line J by line H)		52. %

Part 4 - Signatures

Sponsor This year	9-30-06	Mr. P. Principal	9-30-06
President/Sponsor	Date	Principal	Date

Attach computer-generated (LPS intranet) reports for this account.
Attach all fundraiser documents from the company verifying amounts.

***Obtain information from fundraising company**
****Found on the Activity Fund Project Details Report**

Lawton Public Schools

Receipt Book Issue Log

School MacArthur Middle School School Year 2006-2007

Activity Account Information			Receipt Numbers		Receipt Book Issue					
Account Name	Account #	Sponsor	Starting Number	Ending Number	Issued Date	Returned Date	Issued Date	Returned Date	Issued Date	Returned Date
General	850	Sponsor This year	0001	0100	8/2					
Student Council	931	Sponsor This year	0101	0200	8/19	10/28				
Vocal Music	946	Sponsor This year	0201	0300	8/19	9/13	10/17	10/28		
Library	905	Sponsor This year	0301	0400	9/12	10/27	11/7	11/18	12/1	12/14

Lawton Public Schools
Receipts Under $10.00

School MacArthur Middle Date Aug. 23, 2006

Sub-Account 850 Sponsor This year Event Scholastic Book

***Use this form if the amount collected per child is $10.00 or less per activity**

Name of the student	Amount	Purpose for the money collected
Ryan K	4.95 ck	See Saw Book order
Elizabeth K	2.95 cash	" " " "
Hannah M	2.95 ck	" " " "
Delia A. C.	3.95 cash	" " " "
Total Receipts	14.80	

Sponsor This year
Sponsor's Signature

Receipt Number 0001 Amount 14.80 Receipted by Secretary to date

This list is to be turned in to the Treasurer/ Secretary. The Teacher/Sponsor may keep a copy.

Month-End Reconciliation Report Form

For the Month Ended 9-30-06

School Name: MacArthur Middle School **Date:** Oct. 5, 2006

Account Name General **Account #** 850

Part 1 - School Records

A.	Balance Per School Ledger	+	1775.00
B.	Adjustments to the School Ledger		

Description	Amounts
Media Center - paper	-25.00
PDC - construction paper	-12.00
Transfer to Special Olympics	-100.00
Total Adjustments	+/- 137 00
C. Adjusted Balance - School Ledger	= 1638.00

Part 2 - System Records

D.	Balance Per Summary Of Accounts	+	1485.00
E.	Adjustments to the Summary of Accounts		

Description	Amounts
Deposit Sept. 30, 2006	153.00
Total Adjustments	+/- 153 00
F. Adjusted Balance - Summary of Accounts	= 1638.00

Part 3 - Signatures

Mr. J. Principal	10-5-06	Secretary to date	10-5-06
Principal	Date	Secretary	Date

Lawton Public Schools
Student Store/Concession Inventory and Profit /Loss

School Name Garfield Elementary Sub Acct Name Student Store Sub-Acct # 933

L										
Sale Price	$ 0.25	$ 0.10	$ 0.50	$ 0.25	$ 0.35	$ 0.50	$ 0.50			
Items	Pencils	Erasers	Paper	Pencil grips	Folders	Suckers	Fruit R-ups			
Date sold										**Total $**
wk-end 9/5/03	36	26	24	30	15	30	25			$ 51.35
wk-end 9/12/03	26	25	15	25	23	35	26			$ 48.30
wk-end 9/19/03	32	17	12	16	12	32	23			$ 39.90
wk-end 9/26/03	24	12	7	9	12	29	27			$ 31.65
wk-end 9/30/03	10	1	1	2	2	10	7			$ 9.30
Totals	128	81	59	82	64	136	108	0	0	$ 180.50

A	B	C	D	E	F	G	H	I	J	K
Items (List as shown above)	**Beginning Inventory**	**Items Purchased**	**Items Sold**	**Ending Inventory B+C-D**	**Physical Count**	**Difference ***	**Total Sales D x L**	**Cost of Product**	**Cost of Goods Sold D x I**	**Value of End Invent F x I**
Pencils	288	10	128	170	164	6	$ 32.00	$ 0.17	$ 21.76	$ 28.90
Erasers	144	15	81	78	76	2	$ 8.10	$ 0.05	$ 4.05	$ 3.90
Paper	120	10	59	71	71	0	$ 29.50	$ 0.25	$ 14.75	$ 17.75
Pencils grips	144	10	82	72	72	0	$ 20.50	$ 0.10	$ 8.20	$ 7.20
Folders	120	10	64	66	66	0	$ 22.40	$ 0.25	$ 16.00	$ 16.50
Suckers	288	25	136	177	171	6	$ 68.00	$ 0.25	$ 34.00	$ 44.25
Fruit R-ups	210	70	108	172	172	0	$ 54.00	$ 0.17	$ 18.36	$ 29.24
			0	0			$ -		$ -	$ -
			0	0			$ -		$ -	$ -
Totals							$ 234.50		$ 117.12	$ 118.84

* = Items damaged lost or given away

Total Sales $ 234.50

Total Cost of Goods Sold $ 117.12

Total Profit $ 117.38

Percentage Profit (total profit divided by total money collected) 50%

Elementary Accounts

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Student Store - 933	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Student store sales	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. School/community services/projects 6. Class activities/events/functions 7. Donations 8. Student store/resale items 9. Refreshments/supplies 10. Kickin' Patriot activities/supplies 11. Student Council activities/projects/supplies 12. Funds transferred 13. Reimbursement of expenses
Vocal Music - 946	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Choir activities, functions and events 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. School and community services/projects 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement, refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Resource Center - 922	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. School/community services/projects 6. Class activities/events/functions 7. Donations 8. Funds transferred 9. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement, refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Student Council - 931	1. Fundraisers 2. Dues, fees donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses
Student Store - 933	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Student store sales	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. School/community services/projects 6. Class activities/events/functions 7. Donations 8. Student store/resale items 9. Student awards/incentives 10. Guest speaker fees/salaries 11. Funds transferred 12. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Student store 4. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements.

Account Name	Source of Revenue	Approved Expenditures
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Parent Involvement - 952	1. Donations	1. Parent Involvement activities 2. Student awards/incentives/refreshments 3. Parent-Student materials

Account Name	Source of Revenue	Approved Expenditures
Accelerated Reading - 953 (PEARS)	1. Fundraisers 2. Fees and donations 3. Funds transferred	1. AR supplies/materials/equipment 2. Fundraising expenses 3. Student awards/incentives 4. Funds transferred 5. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement, refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fues, fees, fines, doneations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations 3. Yearbook sales	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Store - 933	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Student store sales	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. School/community services/projects 6. Class activities/events/functions 7. Donations 8. Student store/resale items 9. Student awards/incentives 10. Guest speaker fees/salaries 11. Funds transferred 12. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Vocal Music - 946	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Choir activities/functions/events 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Travel expenses/registration 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgements 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.

Account Name	Source of Revenue	Approved Expenditures
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services 8. Yearbook expenses 9. Banquet expenses 10. Refreshments/supplies 11. Student awards/incentives 12. Funds transferred 13. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgements 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Student Store - 933	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Student store sales	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. School/community services/projects 6. Class activities/events/functions 7. Donations 8. Student store/resale items 9. Student awards/incentives 10. Guest speaker fees/salaries 11. Funds transferred 12. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Parent Involvement - 952	1. Donations 2. Box Tops for Education	1. Parent Involvement activities 2. Student awards/incentives/refreshments 3. Parent-Student materials

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Scholarship award 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Vocal Music - 946	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Choir activities/functions/events 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Travel expenses/registration 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Holding - 975	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Monies that are collected or deposited for a short period of time in lieu of establishing individual accounts. Deposits or expenditures will be labeled for each specific organization or event.
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred
Scholarship Fund - 993	1. Faculty & staff donations 2. Student fundraisers	1. Scholarship to one senior who attended Sullivan Village Elementary
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Accelerated Reading - 953	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Technology supplies, materials, equipment 2. Accelerated reading supplies, materials, equipment 3. Fundraising expenses 4. Student awards/incentives 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Holding Account - 975	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Monies that are collected or deposited for a short period of time in lieu of establishing individual accounts. Deposits or expenditures will be labeled for each specific organization or event.
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgements 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Staff In-Service - 986	1. Fundraisers by staff members 2. Donations	1. Staff development training costs 2. Staff development supplies/refreshments 3. Guest speaker fees/salaries 4. Fundraising expenses 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Library - 905	1. Fines, fees, donations 2. Fundraisers 3. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Staff development 8. Refreshments/supplies 9. Funds transferred 10. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Student store/resale items 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
X-Tended Time - 970	1. X-Tended Time tuition 2. Funds transferred	1. X-Tended Time activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Food/supplies/snacks for X-Tended Time program 4. Funds transferred 5. Reimbursement of expenses 6. Background investigations for program employees
X-Tended Time Board - 971	1. X-Tended Time tuition 2. Funds transferred	1. Funds transferred to offset cost of program 2. Refunds
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgements 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses

Middle School Accounts

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840 PROGRAM CODES: (801) Football (802) B-Basketball (803) G-Basketball (805) Baseball (806) Softball (807) Wrestling (808) B-Tennis (809) G-Tennis (811) B-Track (812) G-Track (813) B-Golf (814) B-Cross Country (815) B-Soccer (816) Volleyball (817) Trainers (819) All Sports (820) G-Soccer (821) G-Golf (822) G-Cross Country	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations (STUDENTS ARE USED TO RAISE THESE MONIES)	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Coaches' salaries 18. Clinician/speaker fees/salaries 19. Refreshments/meals/supplies 20. Reimbursement of expenses 21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras PROJECT CODES: 801 - Football Extras 802 - Boys Basketball Extras 803 - Girls Basketball Extras 804 - Boys Swimming Extras 805 - Boys Baseball Extras 806 - Girls Softball Extras 807 - Wrestling Extras 808 - Boys Tennis Extras 809 - Girls Tennis Extras 810 - Girls Swimming Extras 811 - Boys Track Extras 812 - Girls Track Extras 813 - Boys Golf Extras 814 - Boys Cross Country Extras 815 - Boys Soccer Extras 816 - Girls Volleyball Extras 817 - Trainers Extras 819 - All Sports Extras 820 - Girls Soccer Extras 821 - Girls Golf Extras 822 - Girls Cross Country Extras	1. Participants tuition 2. Ads 3. Fundraisers 4. Dues, fees, donations 5. Concessions (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Sports publications/videos 3. Purchase/maintain equipment 4. T-shirts and other fundraising expenses 5. Coaching gear, apparel and equipment 6. Incentives, awards and trophies 7. Camp fees and expenses (meals) 8. Camp directors/guest speaker fees/salaries 9. Coaching clinics (fees, travel) 10. Flowers (births,deaths, etc.) 11. Concession expenses 12. Maintain athletic facilities and fields 13. Funds transferred 14. Reimbursement of expenses

ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING.
801 - Football Extras can buy baseballs, program would be 805-baseball.

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. School beautification projects 3. Maintenance, building improvements 4. Landscaping 5. School/community services/projects 6. Student awards/incentives 7. Conference fees and expenses 8. School activities, events, functions 9. Water service 10. Meeting supplies/refreshments 11. Funds transferred 12. Guest speaker fees/salaries 13. Reimbursement of expenses
Academic Team - 851	1. Fundraisers 2. Student and school entry fees 3. Contest winnings 4. Food sales 5. Donations 6. Funds transferred	1. Entry fees 2. Tournament materials 3. Trophies/misc team expenses 4. Hospitality room 5. Transportation and travel expenses 6. Fundraising expenses 7. Student awards/incentives 8. Practice questions/materials 9. Funds transferred 10. Reimbursement of expenses 11. Refreshments/supplies
Art - 854	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Scholarships 7. Funds transferred 8. Reimbursement of expenses 9. Refreshments/supplies
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses

Account Name	Source of Revenue	Approved Expenditures
Builders Club - 861	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Membership dues/fees and registrations 2. Supplies, materials and awards 3. Fundraising expenses 4. Donations, civic groups and charities 5. School and community services/projects 6. Supplies/refreshments for club activities 7. Funds transferred 8. Reimbursement of expenses
Campus Crimestoppers - 864	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Workshops, conferences and field trips 4. Rewards to informants 5. Refreshments/meals/supplies 6. Fundraising expenses 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses
Cheerleaders - 867	1. Program sales/ads 2. Dues, fees, donations 3. Cheer clinics/camp tuition 4. Fundraisers 5. Funds transferred	1. Fundraising expenses 2. Tryouts/judges expense 3. Camp expense/fees/dues/registrations 4. Club activities/events/functions 5. Student awards/incentives 6. Instructional/non-instructional supplies, materials, equipment and furniture 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses 10. Purchase/maintain uniforms/accessories
6th Grade Team - 871	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
7th Grade Team - 872	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
8th Grade Team - 873	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
Chromebooks - 876	1. Student fees 2. Donations 3. Funds transferred	1. To replace and/or repair district-owned Chromebooks issued to students 2. Purchase software/apps & hardware 3. Funds transferred 4. Inservice training expenses
Cooking Club - 878	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Cooking equipment/supplies 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses
Counselors - 883	1. Fundraisers 2. Dues, fees, donations	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers/clinician fees/salaries 5. Funds transferred 6. Reimbursement of expenses
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Guest speakers 4. School/community services/projects 5. Charitable donations 6. Funds transferred 7. Reimbursement of expenses
Gifted & Talented Club - 901	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Trip expenses (bus, meals, admissions, etc.) 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Library - 905	1. Dues, fees, fines, donations 2. Fundraisers 3. Copy machine 4. Student store 5. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses
NJHS - 909	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. State/National dues 5. Banquet/reception expenses 6. Funds transferred 7. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Orchestra - 914	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Contest fees/travel expenses 3. Student awards/incentives 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. School/community projects/services 6. Clinician/Accompanist fees 7. Funds transferred 8. Reimbursement of expenses 9. Refreshments/supplies
Physical Education - 916	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers 5. Funds transferred 6. Refreshments/supplies 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Robotics - 917	1. Fundraisers 2. Dues, fees, donations 3. Grants 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Student incentives/awards 5. Funds transferred 6. Reimbursement of expenses
Pep Club - 918	1. Fundraisers 2. Dues, fees, donations 3. Trip expenses 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Choreography/clinician fees 4. Uniforms and accessories 5. Club activities/events/functions 6. Trip expenses 7. Charitable donations 8. Student awards/incentives 9. Funds transferred 10. Reimbursement of expenses 11. Refreshments/supplies
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Workshop expenses 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses
Electives - 925	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Special Olympics expenses 6. Instructional/non-instructional supplies, materials, equipment and furniture 7. Student awards/incentives 8. Funds transferred 9. Reimbursement of expenses 10. Supplies/refreshments

Account Name	Source of Revenue	Approved Expenditures
Student Council - 931	1. Fundraisers 2. Spirit items/t-shirts, jackets 3. Ticket sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Workshop dues,fees and registrations 3. Refreshments, supplies/water service 4. Student awards/guest speakers 5. School activities/events/functions 6. School/community services/projects 7. School beautification projects 8. Instructional/non-instructional supplies, materials, equipment and furniture 9. Awards banquet expenses 10. Custodial services for school events 11. Charitable donations 12. Funds transferred 13. Reimbursement of expenses
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services 8. Yearbook expenses 9. Banquet expenses 10. Funds transferred 11. Reimbursement of expenses 12. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Chess Club - 959	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Scholarships 7. Funds transferred 8. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Holding Account - 975	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Monies that are collected or deposited for a short period of time in lieu of establishing individual accounts. Deposits and expenditures will be labeled for each specific organization/event.
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840 PROGRAM CODES: (801) Football (802) B-Basketball (803) G-Basketball (805) Baseball (806) Softball (807) Wrestling (808) B-Tennis (809) G-Tennis (811) B-Track (812) G-Track (813) B-Golf (814) B-Cross Country (815) B-Soccer (816) Volleyball (817) Trainers (819) All Sports (820) G-Soccer (821) G-Golf (822) G-Cross Country	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations (STUDENTS ARE USED TO RAISE THESE MONIES)	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Coaches' salaries 18. Clinician/speaker fees/salaries 19. Refreshments/meals/supplies 20. Reimbursement of expenses 21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras PROJECT CODES: 801 - Football Extras 802 - Boys Basketball Extras 803 - Girls Basketball Extras 804 - Boys Swimming Extras 805 - Boys Baseball Extras 806 - Girls Softball Extras 807 - Wrestling Extras 808 - Boys Tennis Extras 809 - Girls Tennis Extras 810 - Girls Swimming Extras 811 - Boys Track Extras 812 - Girls Track Extras 813 - Boys Golf Extras 814 - Boys Cross Country Extras 815 - Boys Soccer Extras 816 - Girls Volleyball Extras 817 - Trainers Extras 819 - All Sports Extras 820 - Girls Soccer Extras 821 - Girls Golf Extras 822 - Girls Cross Country Extras	1. Participants tuition 2. Ads 3. Fundraisers 4. Dues, fees, donations 5. Concessions (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Sports publications/videos 3. Purchase/maintain equipment 4. T-shirts and other fundraising expenses 5. Coaching gear, apparel and equipment 6. Incentives, awards and trophies 7. Camp fees and expenses (meals) 8. Camp directors/guest speaker fees/salaries 9. Coaching clinics (fees, travel) 10. Flowers (births,deaths, etc.) 11. Concession expenses 12. Maintain athletic facilities and fields 13. Funds transferred 14. Reimbursement of expenses

ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING.
801 - Football Extras can buy baseballs, program would be 805-baseball.

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. School beautification projects 3. Maintenance, building improvements 4. Landscaping 5. School/community services/projects 6. Student awards/incentives 7. Conference fees and expenses 8. Water service 9. Meeting supplies/refreshments 10. Clinician/guest speaker fees/salaries 11. Fundraising expenses 12. Funds transferred 13. Reimbursement of expenses
Academic Team - 851	1. Fundraisers 2. Student & school entry fees 3. Contest winnings 4. Food sales 5. Donations 6. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Team activities/events/functions 3. Tournament materials/supplies/equipment 4. Trophies/misc team expenses 5. Transportation and travel expenses 6. Fundraising expenses 7. Student awards/incentives 8. Practice questions/materials 9. Hospitality room 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Art - 854	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Trip and contest fees 5. Funds transferred 6. Donations	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses

Account Name	Source of Revenue	Approved Expenditures
Friends in Need - 861	1. Fundraisers 2. Donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, clothing, food 3. Help parents/guardians with educational 4. requirements for lifestyle improvements
Cheerleaders - 867	1. Program sales/ads 2. Dues, fees, donations 3. Cheer clinics/camp tuition 4. Fundraisers 5. Funds transferred	1. Fundraising expenses 2. Tryouts/judges expense 3. Camp expense/fees/dues/registrations 4. Club activities/events/functions 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Flowers/awards/incentives 7. Clinician fees/salaries 8. Funds transferred 9. Reimbursement of expenses 10. Refreshments/supplies 11. Purchase/maintain uniforms/accessories
6th Grade Team - 871	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
7th Grade Team - 872	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
8th Grade Team - 873	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Concessions - 875 (ALL PROGRAMS)	1. Concession sales 2. Fundraisers 3. Funds transferred 4. Donations	1. Concession supplies/equipment 2. Fundraising expenses 3. Banquet expenses 4. Salaries/dues and fees 5. Athletic supplies/materials 6. Athletic equipment/furniture 7. Funds transferred 8. Reimbursement of expenses 9. Coaches apparel 10. Coaches' clinic expenses
Drama - 885	1. Fundraisers 2. Play admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers/clinician fees 5. Costume/furniture purchases/rentals 6. Production/royalty fees 7. Production meals/incentives/awards 8. Travel expenses drama/speech related events 9. T-shirts 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Computer Science Club - 887	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers/clinician fees 5. T-Shirts 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Guest speakers 4. School/community services/projects 5. Charitable donations 6. Funds transferred 7. Reimbursement of expenses
Gifted & Talented - 901	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Trip expenses (bus, meals, admissions, etc.) 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Mentorship Program - 903	1. Fundrasiers 2. Fees and donations 3. Funds transferred	1. Fundraising expenses 2. Activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Adventure course materials 6. Ignition program expenses 7. Recognition/rewards/incentives 8. Refreshments/supplies 9. Reimbursement of expenses 10. Funds transferred
Library - 905	1. Dues, fees, donations 2. Fundraisers 3. Copy machine 4. Student store 5. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses
Mathematics - 907	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses 8. Competition fees and materials 9. Refreshments/supplies
NJHS - 909	1. Fundraisers 2. Dues, fees, donations 3. Donations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. School/community services/projects 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Reimbursement of expenses 7. Refreshments/supplies
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Orchestra - 914	1. Fundraisers 2. Admission fees 3. Trip and contest fees 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Equipment repair 5. Student awards/incentives 6. Dues, fees, and registrations 7. School/community projects/services 8. Funds transferred 9. Reimbursement of expenses 10. Supplies/refreshments
Physical Education - 916	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers 5. Funds transferred 6. Refreshments/supplies 7. Reimbursement of expenses
Pep Club - 918	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest, camps and trip expenses 4. Fundraising expenses 5. Sponsor/clinician salaries 6. Funds transferred 7. Reimbursement of expenses 8. Supplies/refreshments
Pictures - 919	1. Pictures sales/commission 2. Dues, fees, donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Workshop expenses 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses
Science Club - 924	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Student awards/incentives 5. Funds transferred 6. Reimbursement of expenses 7. Supplies/refreshments
Electives - 925	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Spanish Club - 927	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Periodicals, newspapers, subscriptions 5. Funds transferred 6. Reimbursement of expenses 7. Supplies/refreshments
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Special Olympics expenses 6. Instructional/non-instructional supplies, materials, equipment and furniture 7. Student awards/incentives 8. Funds transferred 9. Reimbursement of expenses 10. Supplies/refreshments
Student Council - 931	1. Fundraisers 2. Ticket sales 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Student awards/incentives 5. Workshop dues, fees, registrations 6. School/community projects/services 7. School beautification projects 8. Refreshments/supplies 9. Awards banquet expenses 10. Funds transferred 11. Reimbursement of expenses 12. Supplies/refreshments
Running Club - 941	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Training equipment/supplies/uniforms 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies
Technology - 943	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. School/community projects/services 4. Funds transferred 5. Reimbursement of expenses 6. Supplies/refreshments
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds

Account Name	Source of Revenue	Approved Expenditures
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Fundraising expenses 4. Travel/lodging/meals expenses 5. Dues/fees/registrations 6. School/community projects/services 7. Funds transferred 8. Reimbursement of expenses 9. Supplies/refreshments
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, clothing, food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840 PROGRAM CODES: (801) Football (802) B-Basketball (803) G-Basketball (805) Baseball (806) Softball (807) Wrestling (808) B-Tennis (809) G-Tennis (811) B-Track (812) G-Track (813) B-Golf (814) B-Cross Country (815) B-Soccer (816) Volleyball (817) Trainers (819) All Sports (820) G-Soccer (821) G-Golf (822) G-Cross Country	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations (STUDENTS ARE USED TO RAISE THESE MONIES)	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Coaches' salaries 18. Clinician/speaker fees/salaries 19. Refreshments/meals/supplies 20. Reimbursement of expenses 21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras PROJECT CODES: 801 - Football Extras 802 - Boys Basketball Extras 803 - Girls Basketball Extras 804 - Boys Swimming Extras 805 - Boys Baseball Extras 806 - Girls Softball Extras 807 - Wrestling Extras 808 - Boys Tennis Extras 809 - Girls Tennis Extras 810 - Girls Swimming Extras 811 - Boys Track Extras 812 - Girls Track Extras 813 - Boys Golf Extras 814 - Boys Cross Country Extras 815 - Boys Soccer Extras 816 - Girls Volleyball Extras 817 - Trainers Extras 819 - All Sports Extras 820 - Girls Soccer Extras 821 - Girls Golf Extras 822 - Girls Cross Country Extras	1. Participants tuition 2. Ads 3. Fundraisers 4. Dues, fees, donations 5. Concessions (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Sports publications/videos 3. Purchase/maintain equipment 4. T-shirts and other fundraising expenses 5. Coaching gear, apparel and equipment 6. Incentives, awards and trophies 7. Camp fees and expenses (meals) 8. Camp directors/guest speaker fees/salaries 9. Coaching clinics (fees, travel) 10. Flowers (births,deaths, etc.) 11. Concession expenses 12. Maintain athletic facilities and fields 13. Funds transferred 14. Reimbursement of expenses ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING. 801 - Football Extras can buy baseballs, program would be 805-baseball.

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. School beautification projects 3. Maintenance, building improvements 4. Landscaping 5. School/community services/projects 6. Student awards/incentives 7. Conference fees and expenses 8. Water service 9. Meeting supplies/refreshments 10. Funds transferred 11. Guest speaker fees/salaries 12. Reimbursement of expenses 13. Hospitality rooms
Academic Team - 851	1. Fundraisers 2. Student and school entry fees 3. Contest winnings 4. Food sales 5. Dues, fees, donations 6. Funds transferred	1. Entry fees 2. Tournament materials 3. Trophies/misc team expenses 4. Name tags/t-shirts 5. Transportation and travel expenses 6. Fundraising expenses 7. Instructional/non-instructional supplies, materials, equipment and furniture 8. Student awards/incentives 9. Practice questions/materials 10. Funds transferred 11. Reimbursement of expenses
Art - 854	1. Student fees 2. Fundraisers 3. Funds transferred 4. Dues, fees, donations	1. Class activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School and community projects/services 6. Funds transferred 7. Reimbursement of expenses
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses

Account Name	Source of Revenue	Approved Expenditures
Campus Crimestoppers - 864	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Workshops, conferences and field trips 4. Rewards to informants 5. Refreshments/meals/supplies 6. Fundraising expenses 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses
6th Grade Team - 871	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
7th Grade Team - 872	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
8th Grade Team - 873	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Concessions - 875 (ALL PROGRAMS)	1. Concession sales 2. Fundraisers 3. Funds transferred 4. Donations	1. Concession supplies/equipment 2. Fundraising expenses 3. Banquet expenses 4. Salaries/dues and fees 5. Athletic supplies/materials 6. Athletic equipment/furniture 7. Funds transferred 8. Reimbursement of expenses 9. Coaches apparel 10. Coaches' clinic expenses
Drama - 885	1. Fundraisers 2. Play admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers/clinician fees 5. Costume/furniture purchases/rentals 6. Production/royalty fees 7. Production meals/incentives/awards 8. Travel expenses drama/speech related events 9. T-shirts 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Admission fees/t-shirts 4. Social events/activities 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
FCCLA - 891	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Dues/fees/registrations 4. Trip expenses 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. School/community services/projects 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Library - 905	1. Dues, fees, fines, donations 2. Fundraisers 3. Donations 4. Copy machine 5. Student store 6. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses
NJHS - 909	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Refreshments/supplies 5. Funds transferred 6. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Open Doors - 913	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Student awards/incentives 5. Fundraising expenses 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Orchestra - 914	1. Fundraisers 2. Admission fees 3. Trip and contest fees 4. Donations 5. Funds transferred	1. Fundraising expenses 2. Contest and entry fees 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Equipment repair/maintenance 5. Class activities/events/functions 6. Trip expenses 7. School/community projects/services 8. Funds transferred 9. Reimbursement of expenses 10. Refreshments/supplies 11. Judging/clinician fees/salaries
Pep Club - 918	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Uniforms/t-shirts/accessories 5. Trip expenses 6. Sponsor/clinician fees/salaries 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Offset yearbook expenses 4. Workshop expenses 5. Funds transferred 6. Reimbursement of expenses
Spanish Club - 927	1. Fundraisers 2. Dues, fees, donations	1. Fundraising expenses 2. Club activities/events/functions 3. Periodicals, newspaper subscriptions 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses
Special Education - 929	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration to local/state events 6. Field trip expenses including meals 7. Special Olympics expenses 8. Student awards/certificates/ribbons 9. Funds transferred 10. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Student Council - 931	1. Fundraisers 2. Dues, fees, donations 3. Ticket sales 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School activities/events/functions 4. Travel expenses 5. Workshop dues, fees and registrations 6. Student awards/guest speakers 7. School/community services/projects 8. School beautification projects 9. Water service 10. Awards banquet expenses 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses
Technology - 943	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Travel expenses 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses

Account Name	Source of Revenue	Approved Expenditures
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services 8. Yearbook expenses 9. Banquet expenses 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies/clothing/food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Holding Account - 975	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Monies that are collected or deposited for a short period of time in lieu of establishing individual accounts. Deposits and expenditures will be labeled for each specific organization/event.
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred

Account Name	Source of Revenue	Approved Expenditures
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgements 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Reimbursement of expenses
IPAD Repair/Replace - 997	1. Student fees 2. Donations	1. To replace and/or repair district-owned IPAD's issued to students 2. Purchase software/apps & hardware 3. Funds transferred 4. Inservice training expenses

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840	1. Gate receipts	1. Officials' and workers' fees
PROGRAM CODES:	2. Box & season ticket sales	2. Entry fees and dues
(801) Football	3. Entry fees	3. Equipment and supplies
(802) B-Basketball	4. Broadcasting fees	4. Trophies and awards
(803) G-Basketball	5. Student payments	5. Certificates and ribbons
(805) Baseball	6. Concessions	6. Uniforms and accessories
(806) Softball	7. Fundraisers	7. Fundraising expenses
(807) Wrestling	8. Ad sales	8. In-service clinics/meetings
(808) B-Tennis	9. Funds transferred	9. Concession supplies
(809) G-Tennis	10. Donations	10. Instructional/non-instructional supplies, materials, equipment and furniture
(811) B-Track		11. Periodicals/newspapers
(812) G-Track		12. Scouting expenses
(813) B-Golf		13. Travel expenses
(814) B-Cross Country		14. Athletic activities, events, functions
(815) B-Soccer	(STUDENTS ARE USED TO	15. Awards banquet
(816) Volleyball	RAISE THESE MONIES)	16. Funds transferred
(817) Trainers		17. Coaches' salaries
(819) All Sports		18. Clinician/speaker fees/salaries
(820) G-Soccer		19. Refreshments/meals/supplies
(821) G-Golf		20. Reimbursement of expenses
(822) G-Cross Country		21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras	1. Participants tuition	1. Instructional/non-instructional supplies materials, equipment and furniture
PROJECT CODES:	2. Ads	2. Sports publications/videos
801 - Football Extras	3. Fundraisers	3. Purchase/maintain equipment
802 - Boys Basketball Extras	4. Dues, fees, donations	4. T-shirts and other fundraising expenses
803 - Girls Basketball Extras	5. Concessions	5. Coaching gear, apparel and equipment
804 - Boys Swimming Extras		6. Incentives, awards and trophies
805 - Boys Baseball Extras		7. Camp fees and expenses (meals)
806 - Girls Softball Extras		8. Camp directors/guest speaker fees/salaries
807 - Wrestling Extras	(STUDENTS DO NOT	9. Coaching clinics (fees, travel)
808 - Boys Tennis Extras	RAISE ANY OF THESE	10. Flowers (births,deaths, etc.)
809 - Girls Tennis Extras	MONIES)	11. Concession expenses
810 - Girls Swimming Extras		12. Maintain athletic facilities and fields
811 - Boys Track Extras		13. Funds transferred
812 - Girls Track Extras		14. Reimbursement of expenses
813 - Boys Golf Extras		
814 - Boys Cross Country Extras		
815 - Boys Soccer Extras		
816 - Girls Volleyball Extras		
817 - Trainers Extras	ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING.	
819 - All Sports Extras	801 - Football Extras can buy baseballs, program would be 805-baseball.	
820 - Girls Soccer Extras		
821 - Girls Golf Extras		
822 - Girls Cross Country Extras		

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers 6. Ticket sales	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and expenses 9. School/community services/projects 10. Water service 11. Meeting supplies/refreshments 12. Funds transferred 13. Guest speakers 14. Reimbursement of expenses
Academic Team - 851	1. Fundraisers 2. Student and school entry fees 3. Contest winnings 4. Food sales 5. Donations 6. Funds transferred	1. Entry fees 2. Tournament materials 3. Trophies/misc team expenses 4. Hospitality room 5. Transportation and travel expenses 6. Fundraising expenses 7. Student awards/incentives/uniforms 8. Practice questions/materials 9. Banquet expenses 10. Funds transferred 11. Reimbursement of expenses 12. Refreshments/supplies
Art - 854	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. School beautification 7. Funds transferred 8. Reimbursement of expenses 9. Refreshments/supplies
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses
Campus Crimestoppers - 864	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Workshops, conferences and field trips 4. Rewards to informants 5. Refreshments/meals/supplies 6. Fundraising expenses 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Cheerleaders - 867	1. Fundraisers 2. Dues, fees, donations 3. Trip expenses 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Choreography/clinician fees 4. Uniforms and accessories 5. Club activities/events/functions 6. Trip expenses 7. Charitable donations 8. Funds transferred 9. Reimbursement of expenses
6th Grade Team - 871	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
7th Grade Team - 872	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
8th Grade Team - 873	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvement 5. School/community services/projects 6. Student incentives/awards 7. Conference fees and expenses 8. Class activities/events/functions 9. Supplies/refreshments 10. Funds transferred 11. Reimbursement of expenses
Concessions - 875 (ALL PROGRAMS)	1. Concession sales 2. Fundraisers 3. Funds transferred 4. Donations	1. Concession supplies/equipment 2. Fundraising expenses 3. Banquet expenses 4. Salaries/dues and fees 5. Athletic supplies/materials 6. Athletic equipment/furniture 7. Funds transferred 8. Reimbursement of expenses 9. Coaches apparel 10. Coaches' clinic expenses

Account Name	Source of Revenue	Approved Expenditures
Computer Class - 887	1. Fundraisers 2. Student payments 3. Dues, fees, donations 4. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Computer lab activities and functions 3. Funds transferred 4. Fundraising expenses 5. Reimbursement of expenses
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Guest speakers 4. School/community services/projects 5. Charitable donations 6. Funds transferred 7. Reimbursement of expenses
FCCLA- 891	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Student awards/incentives 3. Club activities/events/functions 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. School/community services/projects 6. State and national dues 7. Banquet/meeting food items 8. Trip expenses 9. Funds transferred 10. Reimbursement of expenses
Library - 905	1. Dues, fees, fines, donations 2. Fundraisers 3. Copy machine 4. Student store 5. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses 12. Charitable donations from specific collections
Mathematics - 907	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses 8. Competition fees and materials 9. Refreshments/supplies
NJHS - 909	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. State/National dues 5. Banquet expenses 6. Funds transferred 7. Reimbursement of expenses 8. Charitable donations from specific collections 9. Teacher appreciation 10. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
NJHS - 909	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. State/National dues 5. Banquet expenses 6. Funds transferred 7. Reimbursement of expenses 8. Charitable donations from specific collections 9. Teacher appreciation 10. Refreshments/supplies
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Orchestra - 914	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Contest fees/travel expenses 3. Student awards/incentives 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. School/community projects/services 6. Clinician/Accompanist fees 7. Funds transferred 8. Reimbursement of expenses 9. Refreshments/supplies
Pictures - 919	1. Picture sales/commission 2. Dues, fees, donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Workshop expenses 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses
Science Club - 924	1. Dues, fees, donations 2. Student payments 3. Fundraisers 4. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Class activities/events/functions 3. Sponsor stipends 4. Fundraising expenses 5. Funds transferred 6. Reimbursement of expenses
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Special Olympics expenses 6. Instructional/non-instructional supplies, materials, equipment and furniture 7. Student awards/incentives 8. Funds transferred 9. Reimbursement of expenses 10. Supplies/refreshments

Account Name	Source of Revenue	Approved Expenditures
Student Council - 931	1. Fundraisers 2. Spirit items/t-shirts, jackets 3. Ticket sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Workshop dues,fees and registrations 3. Refreshments, supplies/water service 4. Student awards/guest speakers 5. School activities/events/functions 6. School/community projects/services 7. School beautification projects 8. Instructional/non-instructional supplies, materials, equipment and furniture 9. Awards banquet expenses 10. Custodial services for school events 11. Charitable donations 12. Funds transferred 13. Teacher/secretary appreciation 14. Reimbursement of expenses
Technology - 943	1. Fundraisers 2. Dues, fees, donations 3. Student payments 4. Funds transferred	1. Fundraising expenses 2. Workshop dues,fees and registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. School/community services/projects 6. Student awards/incentives 7. Trip expenses 8. Funds transferred 9. Reimbursement of expenses
Technology Student Association 944	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Fundraising expenses 3. Travel expenses/competition fees/materials 4. Club activities/events/functions 5. Refreshments/supplies 6. Student awards/incentives 7. School/community projects/services 8. Funds transferred 9. Reimbursement of expenses
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred 5. Trip costs	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services 8. Yearbook expenses 9. Banquet expenses/misc. 10. Funds transferred 11. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Scrapbook Club - 963	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture. 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Refreshments/supplies 8. Reimbursements of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
LPS Foundation Grants 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

High School Accounts

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840	1. Gate receipts	1. Officials' and workers' fees
PROGRAM CODES:	2. Box & season ticket sales	2. Entry fees and dues
(801) Football	3. Entry fees	3. Equipment and supplies
(802) B-Basketball	4. Broadcasting fees	4. Trophies and awards
(803) G-Basketball	5. Student payments	5. Certificates and ribbons
(805) Baseball	6. Concessions	6. Uniforms and accessories
(806) Softball	7. Fundraisers	7. Fundraising expenses
(807) Wrestling	8. Ad sales	8. In-service clinics/meetings
(808) B-Tennis	9. Funds transferred	9. Concession supplies
(809) G-Tennis	10. Donations	10. Instructional/non-instructional supplies, materials, equipment and furniture
(811) B-Track		11. Periodicals/newspapers
(812) G-Track		12. Scouting expenses
(813) B-Golf		13. Travel expenses
(814) B-Cross Country		14. Athletic activities, events, functions
(815) B-Soccer	(STUDENTS ARE USED TO	15. Awards banquet
(816) Volleyball	RAISE THESE MONIES)	16. Funds transferred
(817) Trainers		17. Coaches' salaries
(819) All Sports		18. Clinician/speaker fees/salaries
(820) G-Soccer		19. Refreshments/meals/supplies
(821) G-Golf		20. Reimbursement of expenses
(822) G-Cross Country		21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras	1. Participants tuition	1. Instructional/non-instructional supplies
PROJECT CODES:	2. Ads	materials, equipment and furniture
801 - Football Extras	3. Fundraisers	2. Sports publications/videos
802 - Boys Basketball Extras	4. Dues, fees, donations	3. Purchase/maintain equipment
803 - Girls Basketball Extras	5. Concessions	4. T-shirts and other fundraising expenses
804 - Boys Swimming Extras		5. Coaching gear, apparel and equipment
805 - Boys Baseball Extras		6. Incentives, awards and trophies
806 - Girls Softball Extras		7. Camp fees and expenses (meals)
807 - Wrestling Extras	(STUDENTS DO NOT	8. Camp directors/guest speaker fees/salaries
808 - Boys Tennis Extras	RAISE ANY OF THESE	9. Coaching clinics (fees, travel)
809 - Girls Tennis Extras	MONIES)	10. Flowers (births,deaths, etc.)
810 - Girls Swimming Extras		11. Concession expenses
811 - Boys Track Extras		12. Maintain athletic facilities and fields
812 - Girls Track Extras		13. Funds transferred
813 - Boys Golf Extras		14. Reimbursement of expenses
814 - Boys Cross Country Extras		
815 - Boys Soccer Extras		
816 - Girls Volleyball Extras		
817 - Trainers Extras	ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING.	
819 - All Sports Extras	801 - Football Extras can buy baseballs, program would be 805-baseball.	
820 - Girls Soccer Extras		
821 - Girls Golf Extras		
822 - Girls Cross Country Extras		

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers 6. Trip Fees	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. School beautification projects 3. Maintenance, building improvements 4. Landscaping 5. School/community services/projects 6. Student awards/incentives 7. Conference fees and expenses 8. School activities, events, functions 9. Water service 10. Meeting supplies/refreshments 11. Funds transferred 12. Guest speaker fees/salaries 13. Reimbursement of expenses 14. Scholarships
Academic Team - 851	1. Fundraisers 2. Student & school entry fees 3. Contest winnings 4. Food sales 5. Donations 6. Funds transferred	1. Entry fees 2. Tournament materials 3. Trophies/misc team expenses 4. Hospitality room 5. Transportation and travel expenses 6. Fundraiser expenses 7. Student awards/incentives 8. Practice questions/materials 9. Instructional/non-instructional supplies, materials, equipment and furniture 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Agriculture - 852	1. Fundraisers 2. Dues, fees, donations 3. Project supplies 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Trip expenses 4. Jackets and caps 5. Entry fees, membership dues 6. Student awards/incentives 7. Scholarships 8. Classroom activities, events, functions 9. Refreshments/meals/supplies 10. Funds transferred 11. Reimbursement of expenses
Art - 854	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Class activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Scholarships 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Advanced Placement - 859	1. Fundraisers 2. Dues, fees, donations 3. Contest awards 4. Funds transferred	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Fundraising expenses 3. Travel expenses/competition fees/materials 4. Class activities/events/functions 5. Refreshments/supplies 6. Scholarships 7. Student awards/incentives 8. School/community projects/services 9. Funds transferred 10. Reimbursement of expenses
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses
English - 862	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Campus Crimestoppers - 864	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Workshops, conferences and field trips 4. Awards/rewards to informants 5. Refreshments/meals/supplies 6. Fundraising expenses 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses
American Studies Club - 865	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities, functions and events 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Cheerleaders - 867	1. Program sales/ads 2. Dues, fees, donations 3. Cheer clinics/camp tuition 4. Fundraisers 5. Funds transferred	1. Fundraising expenses 2. Tryouts/judges expense 3. Camp expenses/fees/dues/registrations 4. Class activities/events/functions 5. Student awards and incentives 6. Trip expenses 7. Purchase/maintain uniforms & accessories 8. Instructional/non-instructional supplies, materials, equipment and furniture. 9. Choreography/clinician fees 10. School and community services/projects 11. Charitable donations 12. Funds transferred 13. Reimbursement of expenses
Close-Up - 869	1. Fundraisers 2. T-shirt sales 3. Dues, fees, donations 4. Trip expenses 5. Funds transferred	1. Fundraising expenses 2. T-shirts, etc. 3. Student trip expenses 4. Funds transferred 5. Reimbursement of expenses
eSports - 880	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture. 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies
Counselors - 883	1. Honorariums from testing participation 2. Donations 3. Grants	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Conference fees and expenses
Anime - 884	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. School/community services/projects 3. Student awards/incentives 4. Field trips 5. Refreshments/supplies 6. Fundraising expenses 7. Funds transferred 8. Reimbursement of expenses
Drama - 885	1. Fundraisers 2. Play admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers/clinician fees 5. Costume/furniture purchases/rentals 6. Production/royalty fees 7. Production meals/incentives/awards 8. Travel expenses drama/speech related events 9. T-shirts 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Lettermen Club - 886	1. Fundraisers 2. Dues, fees, donations 3. Concessions 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Concession supplies/food 4. Student awards/incentives 5. Athletic activities/events/functions 6. Hospitality rooms 7. School beautification projects 8. School/community services/projects 9. Funds transferred 10. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Computer Science Club - 887	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. School/community services/projects 5. Refreshments/supplies 6. Scholarships 7. Funds transferred 8. Reimbursement of expenses
African American Multicultural - 888	1. Fundraisers 2. Dues, fees, donations 3. Cultural week activities 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. School/community services/projects 5. Uniforms and accessories 6. Student awards/incentives 7. Funds transferred 8. Reimbursement of expenses 9. Student workshop expenses
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Funds transferred 4. Reimbursement of expenses 5. Refreshments/supplies 6. T-Shirts
FHA - 891	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Dues, fees and registrations 5. Trip expenses 7. Funds transferred 8. Reimbursement of expenses
FBLA - 892 Future Business Leaders of America	1. Fundraisers 2. Dues, fees, donations 3. Grants 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration/dues/fees to local/state/national events 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies/student awards
Fencing Club - 894	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Supplies, uniforms and accessories 4. Funds transferred 5. Reimbursement of expenses
Fishing Club - 896	1. Fundraisers 2. Donations/Grants 3. Dues/Fees 4. Funds Transferred	1. Club activities/events/functions 2. Equipment/supplies 3. Fundraising expenses 4. Student awards/memorabilia 5. License fees/entry fees 6. Refreshments/supplies 7. Reimbursement of expenses
Drill Team - 902	1. Fundraisers 2. Dues, fees, donations 3. Trip expenses 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Choreography/clinician fees 4. Purchase/maintain uniforms and accessories 5. Class activities/events/functions 6. Trip expenses 7. CPR training 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Mentorship Program - 903	1. Fundraisers 2. Fees and donations 3. Funds transferred	1. Fundraising expenses 2. Activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Adventure course materials 6. Ignition program expenses 7. Recognition/rewards/incentives 8. Refreshments/supplies 9. Reimbursement of expenses 10. Funds transferred
Newspaper - 904	1. Newspaper and ad sales 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Funds transferred 5. Reimbursement of expenses 6. T-Shirts 7. Refreshments/supplies 8. Contest dues/fees/registrations 9. Trip expenses 10. Equipment purchase/repair 12. Printing costs
Library - 905	1. Dues, fees, fines, donations 2. Fundraisers 3. Copy machine 4. Student store 5. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses
Key Club - 906	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Membership dues/fees and registrations 2. Supplies, materials and awards 3. Fundraising expenses 4. Donations, civic groups and charities 5. School/community services/projects 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses 9. T-Shirts
Mathematics - 907	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses 8. Competition fees and materials 9. Refreshments/supplies
NHS - 908	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Donation to an adopted charity 6. Honor stoles for graduation 7. Scholarships 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Native American - 911	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Club activities/events/functions 3. Guest speakers 4. Fundraising expenses 5. Funds transferred 6. T-Shirts 7. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Orchestra - 914	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Purchase/repair instruments 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Class activities/events/functions 5. Student incentives/awards 6. Contest fees/trip expenses 7. Funds transferred 8. Reimbursement of expenses
Physics - 915	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Hospitality room 7. Funds transferred 8. Reimbursement of expenses
Robotics - 917	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Club activities/events/functions 5. Student awards/incentives 6. Hospitality room 7. Funds transferred 8. Reimbursement of expenses
Pictures - 919	1. Pictures sales/commission 2. Dues, fees, donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Workshop expenses 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
JROTC - 920	1. Stadium parking/clean up 2. Fundraisers 3. Program sales/concessions 4. Student fees/uniform payments 5. Military ball tickets 6. Funds transferred	1. Purchase/maintain uniforms 2. Class activities/events/functions 3. Drill meet expenses 4. Fundraising expenses 5. Funds transferred 6. Reimbursement of expenses
Renaissance - 921	1. Banquet tickets 2. Dues, fees, donations 3. Funds transferred	1. Banquet expenses/programs 2. Academic achievement awards 3. Student awards/incentives 4. Faculty of year awards/refreshments 5. Club activities/events/functions 6. Funds transferred 7. Reimbursement of expenses
Science Club - 924	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Lab Fees	1. Fundraising expenses 2. Club activities/events/functions 3. Trip expenses 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Reimbursement of expenses 7. T-Shirts 8. Refreshments/supplies
Spanish Club - 927	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Field trip expenses 4. Periodicals, newspaper subscriptions 5. Funds transferred 6. Scholarships 7. Reimbursement of expenses
Speech - 928	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Competition expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Refreshments/supplies 4. Fundraising expenses 5. Reimbursement of expenses 6. Funds transferred
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration to local/state events 6. Funds transferred 7. Field trip expenses including meals 8. Special Olympic expenses 9. Student awards/certificates/ribbons 10. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Spirit items/t-shirts, jackets 3. Ticket sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Workshop dues, fees, and registrations 3. Refreshments, supplies/water service 4. Student awards/guest speakers 5. School activities/events/functions 6. School/community projects/services 7. School beautification projects 8. Instructional/non-instructional supplies, materials, equipment and furniture 9. Awards banquet expenses 10. Funds transferred 11. Reimbursement of expenses 12. Student and staff recognition 13. Scholarships

Account Name	Source of Revenue	Approved Expenditures
Student Store - 933	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred 4. Student store sales	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. School/community services/projects 6. Class activities/events/functions 7. Donations 8. Student store/resale items 9. Student awards/incentives 10. Guest speaker fees/salaries 11. Funds transferred 12. Reimbursement of expenses
Seniors 2025 - 934	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Class activities/events/functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2021 - 935	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2022 - 936	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2023 - 937	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2024 - 938	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses

Account Name	Source of Revenue	Approved Expenditures
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred 5. Services rendered	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses
Tech-Now - 947	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture & repairs 5. Competition expenses 6. Funds transferred 7. Field trip expenses 8. Student awards/certificates/ribbons 9. Reimbursement of expenses
Partner's Club - 949	1. Fundraisers 2. Donations/Grants 3. Funds from Sp Olympics OK 4. Funds Transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration to local/state events 6. Funds transferred 7. Field trip expenses including meals 8. Special Olympics expenses 9. Student awards/certificates/ribbons 10. Reimbursement of expenses
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture & repairs 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services
Photography Club - 955	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/projects 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies
Psychology Club - 956	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/projects 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
ESL - 958	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/evenets/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Refreshments/supplies 7. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Interact Rotary Club - 964	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Trip expenses 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Refreshments/supplies 7. Reimbursement of expenses
Transition WAT Store - 965	1. Fundraisers 2. Donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. Class activities/events/functions 4. School/community projects/services 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses
Lawton JROTC Drill Meet - 969	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Drill Meet expenses 2. Trophies/Medals/Awards 3. Concession Supplies 4. Fundraising expenses 5. School/community services/projects 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Archery Club - 974	1. Fundraisers 2. Dues, fees, donations 3. Grants 4. Funds transferred	1. Club activities/events/functions 2. Uniforms/Equipment/Repairs 3. Competition expenses 4. Student awards 5. Refreshments/supplies 6. School/community services/projects 7. Fundraising expenses 8. Funds transferred 9. Reimbursement of expenses
Gay Straight Alliance - 979	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Guest speakers/clinicians/performers 5. Student awards/incentives 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Youth in Government - 983	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Fundraising expenses 3. Travel expenses/competition fees/materials 4. Club activities/events/functions 5. Refreshments/supplies 6. Student awards/incentives 7. School/community projects/services 8. Funds transferred 9. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
AP Economics - 989	1. Fundraisers 2. Dues, fees, donations 3. Contest winnings 4. Funds transferred	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Fundraising expenses 3. Travel expenses/competition fees/materials 4. Class activities/events/functions 5. Refreshments/supplies 6. Scholarships 7. Student awards/incentives 8. School/community projects/services 9. Funds transferred 10. Reimbursement of expenses
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Refreshments/luncheons 2. Retirement acknowledgements 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840 PROGRAM CODES: (801) Football (802) B-Basketball (803) G-Basketball (805) Baseball (806) Softball (807) Wrestling (808) B-Tennis (809) G-Tennis (811) B-Track (812) G-Track (813) B-Golf (814) B-Cross Country (815) B-Soccer (816) Volleyball (817) Trainers (819) All Sports (820) G-Soccer (821) G-Golf (822) G-Cross Country	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations (STUDENTS ARE USED TO RAISE THESE MONIES)	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Coaches' salaries 18. Clinician/speaker fees/salaries 19. Refreshments/meals/supplies 20. Reimbursement of expenses 21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras PROJECT CODES: 801 - Football Extras 802 - Boys Basketball Extras 803 - Girls Basketball Extras 804 - Boys Swimming Extras 805 - Boys Baseball Extras 806 - Girls Softball Extras 807 - Wrestling Extras 808 - Boys Tennis Extras 809 - Girls Tennis Extras 810 - Girls Swimming Extras 811 - Boys Track Extras 812 - Girls Track Extras 813 - Boys Golf Extras 814 - Boys Cross Country Extras 815 - Boys Soccer Extras 816 - Girls Volleyball Extras 817 - Trainers Extras 819 - All Sports Extras 820 - Girls Soccer Extras 821 - Girls Golf Extras 822 - Girls Cross Country Extras	1. Participants tuition 2. Ads 3. Fundraisers 4. Dues, fees, donations 5. Concessions (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Sports publications/videos 3. Purchase/maintain equipment 4. T-shirts and other fundraising expenses 5. Coaching gear, apparel and equipment 6. Incentives, awards and trophies 7. Camp fees and expenses (meals) 8. Camp directors/guest speaker fees/salaries 9. Coaching clinics (fees, travel) 10. Flowers (births,deaths, etc.) 11. Concession expenses 12. Maintain athletic facilities and fields 13. Funds transferred 14. Reimbursement of expenses

ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING.
801 - Football Extras can buy baseballs, program would be 805-baseball.

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers 6. Trip Fees	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. School beautification projects 3. Maintenance, building improvements 4. Landscaping 5. School/community services/projects 6. Student awards/incentives 7. Conference fees and expenses 8. School activities, events, functions 9. Water service 10. Meeting supplies/refreshments 11. Funds transferred 12. Guest speaker fees/salaries 13. Reimbursement of expenses 14. Scholarships
Academic Team - 851	1. Fundraisers 2. Student & school entry fees 3. Contest winnings 4. Food sales 5. Donations 6. Funds transferred	1. Entry fees 2. Tournament materials 3. Trophies/misc team expenses 4. Hospitality room 5. Transportation and travel expenses 6. Fundraiser expenses 7. Student awards/incentives 8. Practice questions/materials 9. Instructional/non-instructional supplies, materials, equipment and furniture 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Agriculture - 852	1. Fundraisers 2. Dues, fees, donations 3. Project supplies 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Trip expenses 4. Jackets and caps 5. Entry fees, membership dues 6. Student awards/incentives 7. Scholarships 8. Classroom activities, events, functions 9. Refreshments/meals/supplies 10. Funds transferred 11. Reimbursement of expenses
Art - 854	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Class activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Scholarships 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses
Campus Crimestoppers - 864	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Workshops, conferences and field trips 4. Awards/rewards to informants 5. Refreshments/meals/supplies 6. Fundraising expenses 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses
American Studies - 865	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities, functions and events 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses
Cheerleaders - 867	1. Program sales/ads 2. Dues, fees, donations 3. Cheer clinics/camp tuition 4. Fundraisers 5. Funds transferred	1. Fundraising expenses 2. Tryouts/judges expense 3. Camp expenses/fees/dues/registrations 4. Class activities/events/functions 5. Student awards and incentives 6. Trip expenses 7. Purchase/maintain uniforms & accessories 8. Instructional/non-instructional supplies, materials, equipment and furniture. 9. Choreography/clinician fees 10. School and community services/projects 11. Charitable donations 12. Funds transferred 13. Reimbursement of expenses
Concessions - 875 (ALL PROGRAMS)	1. Concession sales 2. Fundraisers 3. Dues, fees, donations 4. Ads 5. Funds transferred	1. Concession supplies/equipment 2. Items purchased for resale 3. Banquet expenses 4. Concession workers' salaries/fees 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses 8. Awards/incentives/scholarships

Account Name	Source of Revenue	Approved Expenditures
Drama - 885	1. Fundraisers 2. Play admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers/clinician fees 5. Costume/furniture purchases/rentals 6. Production/royalty fees 7. Production meals/incentives/awards 8. Travel expenses drama/speech related events 9. T-shirts 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
African American Multicultural - 888	1. Fundraisers 2. Dues, fees, donations 3. Cultural week activities 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. School/community services/projects 5. Uniforms and accessories 6. Student awards/incentives 7. Funds transferred 8. Reimbursement of expenses 9. Refreshments/supplies
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Funds transferred 4. Reimbursement of expenses
French Club - 895	1. Fundraisers 2. Dues, fees, donations 3. Cultural week 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Student incentives/awards 5. School/community services/projects 6. Cultural week expenses 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses
Drill Team - 902	1. Fundraisers 2. Dues, fees, donations 3. Trip expenses 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Choreography/clinician fees 4. Purchase/maintain uniforms and accessories 5. Class activities/events/functions 6. Trip expenses 7. CPR training 8. Funds transferred 9. Reimbursement of expenses 10. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Mentorship Program - 903	1. Fundrasiers 2. Fees and donations 3. Funds transferred	1. Fundraising expenses 2. Activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Adventure course materials 6. Ignition program expenses 7. Recognition/rewards/incentives 8. Refreshments/supplies 9. Reimbursement of expenses 10. Funds transferred
Newspaper - 904	1. Newspaper and ad sales 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Staff t-shirts 5. Dues/fees/registrations 6. School/community projects/services 7. Banquet expenses 8. Student awards/incentives 9. Refreshments/supplies 10. Funds transferred 11. Conferences, workshops, assemblies 12. Online subscriptions (news) 13. Reimbursement of expenses
Library - 905	1. Dues, fees, fines, donations 2. Fundraisers 3. Copy machine 4. Student store 5. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses
Key Club - 906	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Membership dues/fees and registrations 2. Supplies, materials and awards 3. Fundraising expenses 4. Donations, civic groups and charities 5. School/community services/projects 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Mathematics - 907	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses 8. Competition fees and materials 9. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
NHS - 908	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Student awards/incentives 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses
Native American - 911	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Guest speakers/clinicians/performers 5. Student awards/incentives 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Orchestra - 914	1. Fundraisers 2. Admission fees 3. Trip and contest fees 4. Donations 5. Funds transferred	1. Fundraising expenses 2. Contest and entry fees 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Equipment repair/maintenance 5. Class activities/events/functions 6. Trip expenses 7. School/community projects/services 8. Funds transferred 9. Reimbursement of expenses 10. Refreshments/supplies 11. Judging/clinician fees/salaries
Robotics - 917	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Club activities/events/functions 5. Student awards/incentives 6. Hospitality room 7. Funds transferred 8. Reimbursement of expenses
Pictures - 919	1. Pictures sales/commission 2. Dues, fees, donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Workshop expenses 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
JROTC - 920	1. Stadium parking/clean up 2. Fundraisers 3. Program sales/concessions 4. Tickets for events (military ball, picnic, etc) 5. Funds transferred 6. Dues, fees, donations	1. Purchase/maintain uniforms 2. Class activities/events/functions 3. Drill meet expenses 4. Fundraising expenses 5. Funds transferred 6. Refreshments/supplies 7. Instructional/non-instructional supplies, materials, equipment and furniture 8. Reimbursement of expenses
Renaissance - 921	1. Banquet tickets 2. Dues, fees, donations 3. Funds transferred	1. Banquet expenses/programs 2. Academic achievement awards 3. Student awards/incentives 4. Faculty of year awards/refreshments 5. Club activities/events/functions 6. Funds transferred 7. Reimbursement of expenses
Science Club - 924	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Trip expenses 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Reimbursement of expenses 7. Refreshments/supplies
Spanish Club - 927	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Trip expenses 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses
Speech - 928	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Competition expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Workshop registration & expenses 6. Shirts 7. Staff development 8. Funds transferred 9. Reimbursement of expenses 10. Refreshments/supplies/student awards
Student Council - 931	1. Fundraisers 2. Spirit items/t-shirts, jackets 3. Ticket sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Workshop dues, fees, and registrations 3. Refreshments, supplies/water service 4. Student awards/guest speakers 5. School activities/events/functions 6. School/community projects/services 7. School beautification projects 8. Instructional/non-instructional supplies, materials, equipment and furniture 9. Awards banquet expenses 10. Funds transferred 11. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Seniors 2025 - 934	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Class activities/events/functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2021 - 935	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2022 - 936	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2023 - 937	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Seniors 2024 - 938	1. Prom tickets 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Social functions/awards/school gifts 2. Club activities, events and functions 3. Fundraising expenses 4. Prom expenses 5. School/community projects/services 6. Funds transferred 7. Reimbursement of expenses 8. Travel expenses
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred 5. Services rendered	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses

Account Name	Source of Revenue	Approved Expenditures
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture & repairs 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services 8. Yearbook expenses 9. Banquet expenses 10. Refreshments/supplies 11. Student awards/incentives 12. Funds transferred 13. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, 6. Funds transferred 7. Reimbursement of expenses
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies, materials, equipment and furniture. 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Scrapbook - 963	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture. 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies
Gay Straight Alliance - 979	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1 Fundraising expenses 2 Club activities/events/functions 3 Instructional/non-instructional supplies, materials, equipment and furniture 4 Guest speakers/clinicians/performers 5 Student awards/incentives 6 Refreshments/supplies 7 Funds transferred 8 Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Stage Production - 985	1. Fundraisers 2. Admissions 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. School/community projects/services 3. Refreshments/supplies 4. Costume/furniture rental/royalties 5. Materials/equipment for plays/assemblies 6. Student awards/incentives 7. Funds transferred 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Media Productions - 991	1. Fundraisers 2. Donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. School/community projects/services 4. Class activities/events/functions 5. Student awards/incentives 6. Funds transferred 7. Reimbursement of expenses
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
Athletics - 840 PROGRAM CODES: (801) Football (802) B-Basketball (803) G-Basketball (805) Baseball (806) Softball (807) Wrestling (808) B-Tennis (809) G-Tennis (811) B-Track (812) G-Track (813) B-Golf (814) B-Cross Country (815) B-Soccer (816) Volleyball (817) Trainers (819) All Sports (820) G-Soccer (821) G-Golf (822) G-Cross Country	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations (STUDENTS ARE USED TO RAISE THESE MONIES)	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Coaches' salaries 18. Clinician/speaker fees/salaries 19. Refreshments/meals/supplies 20. Reimbursement of expenses 21. Background investigations for adjunct (non-certified) coaches

ATHLETIC FUNDS (ACCOUNT 840) CAN NOT BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
TRANSFERS - BETWEEN PROGRAMS - DO NOT HAVE TO WAIT FOR BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Athletics - Extras PROJECT CODES: 801 - Football Extras 802 - Boys Basketball Extras 803 - Girls Basketball Extras 804 - Boys Swimming Extras 805 - Boys Baseball Extras 806 - Girls Softball Extras 807 - Wrestling Extras 808 - Boys Tennis Extras 809 - Girls Tennis Extras 810 - Girls Swimming Extras 811 - Boys Track Extras 812 - Girls Track Extras 813 - Boys Golf Extras 814 - Boys Cross Country Extras 815 - Boys Soccer Extras 816 - Girls Volleyball Extras 817 - Trainers Extras 819 - All Sports Extras 820 - Girls Soccer Extras 821 - Girls Golf Extras 822 - Girls Cross Country Extras	1. Participants tuition 2. Ads 3. Fundraisers 4. Dues, fees, donations 5. Concessions (STUDENTS DO NOT RAISE ANY OF THESE MONIES)	1. Instructional/non-instructional supplies materials, equipment and furniture 2. Sports publications/videos 3. Purchase/maintain equipment 4. T-shirts and other fundraising expenses 5. Coaching gear, apparel and equipment 6. Incentives, awards and trophies 7. Camp fees and expenses (meals) 8. Camp directors/guest speaker fees/salaries 9. Coaching clinics (fees, travel) 10. Flowers (births,deaths, etc.) 11. Concession expenses 12. Maintain athletic facilities and fields 13. Funds transferred 14. Reimbursement of expenses

ANY PROJECT (ACCOUNT) CAN SPEND ON ANYTHING.
801 - Football Extras can buy baseballs, program would be 805-baseball.

ATHLETICS - EXTRAS FUNDS CAN BE TRANSFERRED TO A NON-ATHLETIC ACCOUNT.
A TRANSFER MUST HAVE BOARD APPROVAL BEFORE ENCUMBERING FUNDS.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Donations 2. Funds transferred 3. Student/testing fees 4. Fax and copy fees 5. Fundraisers	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and expenses 9. Water service 10. Meeting supplies/refreshments 11. Funds transferred 12. Guest speaker fees/salaries 13. Reimbursement of expenses 14. Staff extended duty pay
Academic Team - 851	1. Fundraisers 2. Student and school entry fees 3. Contest winnings 4. Food sales 5. Donations 6. Funds transferred	1. Entry fees 2. Tournament materials 3. Trophies/misc team expenses 4. Hospitality room 5. Transportation and travel expenses 6. Fundraiser expenses 7. Student awards/incentives 8. Practice questions/materials 9. Instructional/non-instructional supplies, materials, equipment and furniture 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Agriculture - 852	1. Fundraisers 2. Dues, fees, donations 3. Project supplies 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Trip expenses 4. Jackets and caps 5. Entry fees, membership dues 6. Student awards/incentives 7. Scholarships 8. Classroom activities, events, functions 9. Refreshments/meals/supplies 10. Funds transferred 11. Reimbursement of expenses
Art - 854	1. Dues, fees, donations 2. Fundraisers 3. Funds transferred	1. Class activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Scholarships 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Band - 860	1. Fundraisers 2. Concert/admission fees 3. Ad sales 4. Dues, fees, donations 5. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Contest fees/dues/registrations 4. Travel expenses 5. Class activities/events/functions 6. Judging/clinician fees 7. Purchase/maintain uniforms/accessories 8. Student awards/incentives/scholarships 9. Equipment repair and rental 10. School/community services/projects 11. Refreshments/supplies 12. Funds transferred 13. Reimbursement of expenses 14. Workshop fees/expenses
Campus Crimestoppers - 864	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Club activities/events/functions 3. Workshops, conferences and field trips 4. Awards/rewards to informants 5. Refreshments/meals/supplies 6. Fundraising expenses 7. School/community services/projects 8. Funds transferred 9. Reimbursement of expenses
American Sign Language - 866	1. Fundraisers 2. Donations 3. Funds transferred 4. Deaf Camp registrations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Travel expenses 3. Student awards 4. Refreshments/supplies 5. Scholarships 6. Deaf Camp expenses
Cheerleaders - 867	1. Program sales/ads 2. Dues, fees, donations 3. Cheer clinics/camp tuition 4. Fundraisers 5. Funds transferred	1. Fundraising expenses 2. Tryouts/judges expense 3. Camp expenses/fees/dues/registrations 4. Class activities/events/functions 5. Student awards and incentives 6. Trip expenses 7. Purchase/maintain uniforms & accessories 8. Instructional/non-instructional supplies, materials, equipment and furniture. 9. Choreography/clinician fees 10. School and community services/projects 11. Charitable donations 12. Funds transferred 13. Reimbursement of expenses
Chemistry - 868	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Student awards/incentives 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. School/community services/projects 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Astronomy - 877	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers/clinician fees 5. T-Shirts 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Cultural Awareness - 881	1. Fundraisers 2. Dues, fees, donations 3. Cultural week activities 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. School/community services/projects 5. Uniforms and accessories 6. Student awards/incentives 7. Funds transferred 8. Reimbursement of expenses
AP History - 882	1. Fundraisers 2. Dues, fees, donations 3. Contest winnings 4. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Fundraising expenses 3. Travel expenses/competition fees/materials 4. Class activities/events/functions 5. Refreshments/supplies 6. Scholarships 7. Student awards/incentives 8. School/community projects/services 9. Funds transferred 10. Reimbursement of expenses
Drama - 885	1. Fundraisers 2. Play admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Guest speakers/clinician fees 5. Costume/furniture purchases/rentals 6. Production/royalty fees 7. Production meals/incentives/awards 8. Travel expenses drama/speech related events 9. T-shirts 10. Refreshments/supplies 11. Funds transferred 12. Reimbursement of expenses
Lettermen Club - 886	1. Fundraisers 2. Dues, fees, donations 3. Concessions 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Concession supplies/food 4. Student awards/incentives 5. Athletic activities/events/functions 6. Hospitality rooms 7. School beautification projects 8. School/community services/projects 9. Funds transferred 10. Reimbursement of expenses
FCA - 890	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Funds transferred 4. Reimbursement of expenses 5. Senior awards

Account Name	Source of Revenue	Approved Expenditures
FBLA - 892 Future Business Leaders of America	1. Fundraisers 2. Dues, fees, donations 3. Grants 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration/dues/fees to local/state/national events 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies/student awards
Character Education - 893	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Activities to promote/enhance anti-bullying initiatives 2. School/community services/projects 3. Student awards/incentives 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Fundraising expenses 6. Funds transferred 7. Reimbursement of expenses
Drill Team - 902	1. Fundraisers 2. Dues, fees, donations 3. Trip expenses 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Choreography/clinician fees 4. Purchase/maintain uniforms/accessories 5. Class activities/events/functions 6. Trip expenses 7. CPR training 8. Funds transferred 9. Reimbursement of expenses 10. Refreshments/supplies
Newspaper - 904	1. Newspaper and ad sales 2. Dues, fees, donations 3. Fundraisers 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Class activities/events/functions 4. Camp fees/travel expenses 5. Funds transferred 6. Dues, fees and registrations 7. School/community services/projects 8. Banquet expenses 9. Reimbursement of expenses 10. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Library - 905	1. Dues, fees, fines, donations 2. Fundraisers 3. Copy machine 4. Funds transferred	1. Books/magazines/periodicals 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Class activities/events/functions 7. Student store/items for resale 8. Staff development 9. Refreshments/supplies 10. Funds transferred 11. Reimbursement of expenses
Key Club - 906	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Membership dues/fees and registrations 2. Supplies, materials and awards 3. Fundraising expenses 4. Donations, civic groups and charities 5. School/community services/projects 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses 9. Scholarships
NHS - 908	1. Fundraisers 2. Dues, fees, donations 3. Registrations 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. State/National dues 5. Banquet expenses 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies 9. Awards/incentives/scholarships
Native American Club - 911	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Club activities/events/functions 3. Guest speakers 4. Fundraising expenses 5. Funds transferred 6. T-shirts 7. Reimbursement of expenses
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Orchestra - 914	1. Fundraisers 2. Dues, fees, donations 3. Concerts 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Student awards/incentives 5. Travel expenses 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
Physics - 915	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Club activities, events and functions 5. Student incentives/awards 6. Hospitality room 7. Funds transferred 8. Reimbursement of expenses
Robotics - 917	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Scholarships 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Club activities/events/functions 5. Student awards/incentives 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses
Pictures - 919	1. Picture sales/commission 2. Fees and donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Picture fundraising expenses 3. Workshop expenses 4. Offset yearbook expenses 5. Funds transferred 6. Reimbursement of expenses
JROTC - 920	1. Stadium parking/clean up 2. Fundraisers 3. Program sales/concessions 4. Student fees/uniform payments 5. Military ball tickets 6. Funds transferred	1. Purchase/maintain uniforms 2. Class activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Drill meet expenses 5. Fundraising expenses 6. Funds transferred 7. School/community services/projects 8. Refreshments/supplies 9. Reimbursement of expenses
Renaissance - 921	1. Donations 2. Funds transferred	1. Academic achievement awards 2. Student awards/incentives/refreshments 3. Faculty of year awards/refreshments 4. School activities/events/functions 5. Outstanding student scholarships 6. Academic Team expenses 7. Funds transferred 8. Reimbursement of expenses
Spanish Club - 927	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Field trip expenses 4. Instructional/non-instructional supplies materials, equipment and furniture 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Workshop expenses 6. Shirts 7. Refreshments/supplies/student rewards 8. Funds transferred 9. Reimbursement of expenses
Student Council - 931	1. Fundraisers 2. Spirit items 3. Ticket sales 4. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Workshop dues/fees/expenses 3. Refreshments/supplies/water service 4. Student awards/guest speakers 5. School activities/events/functions 6. School/community projects/services 7. School beautification projects 8. Instructional/non-instructional supplies, 9. Awards banquet expenses 10. Funds transferred
Seniors 2025 - 934	1. Fundraisers 2. Dues, fees, donations 3. Prom admission 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Field trip expenses 4. Instructional/non-instructional supplies materials, equipment and furniture 5. Gift to school 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Seniors 2021 - 935	1. Fundraisers 2. Dues, fees, donations 3. Prom admission 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Field trip expenses 4. Instructional/non-instructional supplies materials, equipment and furniture 5. Gift to school 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Seniors 2022 - 936	1. Fundraisers 2. Dues, fees, donations 3. Prom admission 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Field trip expenses 4. Instructional/non-instructional supplies materials, equipment and furniture 5. Gift to school 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Seniors 2023 - 937	1. Fundraisers 2. Dues, fees, donations 3. Prom admission 4. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Field trip expenses 4. Instructional/non-instructional supplies materials, equipment and furniture 5. Gift to school 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Seniors 2024 - 938	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. Field trip expenses 4. Instructional/non-instructional supplies materials, equipment and furniture 5. Gift to school 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
Autism - 939	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Registration to local/state events 6. Funds transferred 7. Reimbursement of expenses 8. Refreshments/supplies/student awards
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books/educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Vocal Music - 946	1. Fundraisers 2. Concert admission 3. Dues, fees, donations 4. Funds transferred	1. Fundraising expenses 2. Contest fees/dues/registrations 3. Instructional/non-instructional supplies materials, equipment and furniture 4. Class activities/events/functions 5. Student awards/incentives 6. Accompanists/instructors/judges 7. Choreography/royalties 8. Uniforms/expenses/cleaning 9. Equipment repair and rental 10. School/community projects/services 11. Field trip expenses 12. Refreshments/supplies 13. Funds transferred 14. Reimbursement of expenses 15. Workshop fees/expenses
Tech-Now - 947	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Instructional/non-instructional supplies, materials, equipment and furniture & repairs 5. Competition expenses 6. Funds transferred 7. Field trip expenses 8. Student awards/certificates/ribbons 9. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
WAT - 948 **(Work Adjustment Training)**	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class/school/community activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Transportation expenses 5. Student awards/incentives 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses
Yearbook - 951	1. Student payments 2. Yearbook sales 3. Ad sales 4. Fundraisers 5. Commissions 6. Dues, fees, donations 7. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture & repairs 2. Fundraising expenses 3. Dues/fees/registrations 4. Conferences, workshops, assemblies 5. Staff t-shirts/food expenses 6. Class activities/events/functions 7. School/community projects/services 8. Yearbook expenses 9. Banquet expenses 10. Refreshments/supplies 11. Student awards/incentives/scholarships 12. Funds transferred 13. Reimbursement of expenses
Weightroom Liftathon - 954	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Fundraising expenses 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Student awards/incentives 5. Travel expenses/entry fees 6. Funds transferred 7. Clinician/guest speaker fees/salaries 8. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred
Archery Club - 974	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Uniforms/Equipment/Repairs 3. Competition expenses 4. Student awards 5. Refreshments/supplies 6. School/community services/projects 7. Fundraising expenses 8. Funds transferred 9. Reimbursement of expenses
Gay Straight Alliance - 979	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1 Fundraising expenses 2 Club activities/events/functions 3 Instructional/non-instructional supplies, materials, equipment and furniture 4 Guest speakers/clinicians/performers 5 Student awards/incentives 6 Refreshments/supplies 7 Funds transferred 8 Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Graduated Seniors - 980	1. Funds transferred from Senior accounts after graduation 2. Donations	1. Senior Class gifts to school
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications
Special Olympics - 990	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Special Olympics activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Refreshments/supplies 5. Fundraiser expenses 6. Reimbursement of expenses 7. Funds transferred
Pokemon Go Club - 992	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Refreshments/supplies 7. Reimbursement of expenses
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
General - 850	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. School beautification projects 4. Maintenance, building improvements 5. Landscaping 6. School/community services/projects 7. Student awards/incentives 8. Conference fees and travel expenses 9. Water service 10. Refreshments/supplies 11. Parent/volunteer activities 12. Guest speaker fees/salaries 13. Funds transferred 14. Reimbursement of expenses
Special Education - 929	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Special Olympics expenses 6. Instructional/non-instructional supplies, materials, equipment and furniture 7. Student awards/incentives 8. Funds transferred 9. Reimbursement of expenses 10. Supplies/refreshments
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference, parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.
Leadership - 993	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Purchase/maintain uniforms 2. Class activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Fundraising expenses 5. School/community services/projects 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses
LPS Foundation Grants-994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Administrative Accounts

Account Name	Source of Revenue	Approved Expenditures
ACE - 858	1. Donations 2. Transfer of funds	1. Recognition items 2. Awards 3. Champions for Children expenses 4. Community-school relations/improvements expenses
LPS NEWS WORKS - 996	1. Fundraisers 2. Advertisements 3. Donations 4. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Dues/fees 4. Refreshments/supplies 5. Funds transferred 6. Refreshments/supplies 7. Funds transferred 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Basement Supply Holding - 833	1. Basement Supply charges	1. Transfer to General Fund at close of year
BOE Reimbursement - 863	1. Dues, fees, donations 2. Transportation charges 3. Jury Duty reimbursements 4. Payroll reimbursements 5. Media Center charges 6. Video sales	1. Payroll reimbursements 2. Transfer to General Fund at close of year
Miscellaneous Expense - 910	1. Interest earned 2. Certificates of Deposit 3. Returned checks 4. Commission	1. Annual Audit expenses 2. Returned check fees 3. Student uniforms, materials & supplies 4. District/school sponsored act./improvement 5. Adopt-a-Business affairs 6. School/community services/projects 7. Board approved expenses 8. Instructional/non-instructional supplies, materials, equipment and furniture 9. Meeting supplies/refreshments 10. Transfer of funds 11. Reimbursement of expenses
Textbooks - 945 **SCHOOLS DO NOT HAVE THIS ACCOUNT - ALL HANDLED THROUGH BUSINESS OFFICE (353)**	1. Damaged/lost book fees 2. Textbook sales	1. Books, educational materials 2. Workbooks 3. Classroom instructional software 4. Charts, maps 5. Refunds
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference/board meeting refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses
X-Tended Time-District - 970	1. Funds transferred from Site accounts in excess of $2,000.00	1. Enchance/supplement X-Tended Time Program 2. Instructional/non-instructional supplies, materials, equipment, furniture 3. School/community services/projects 4. Funds transferred 5. Reimbursement of expenses
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications
LPS Foundation Grant - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.
Faculty Fund - 995	1. Fees and donations 2. Fundraisers (STUDENTS DO NOT RAISE ANY OF THESE FUNDS)	1. Refreshments/luncheons 2. Retirement acknowledgement 3. Flowers (births, deaths, etc.) 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies materials, equipment and furniture. 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Fees and donations	1. Staff development refreshments/luncheons 2. Parent/teacher conferences/volunteer meetings refreshments 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred
Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies/clothing/food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
LPS Foundation Grants - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

Account Name	Source of Revenue	Approved Expenditures
District Athletics - 830 (ALL PROGRAMS)	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Coaches' salaries 18. Clinician/speaker fees/salaries 19. Refreshments/meals/supplies 20. Reimbursement of expenses
District Concessions - 831 (ALL PROGRAMS)	1. Concession stand sales	1. Resale items 2. Purchase/repair equipment 3. Uniforms (coaches/athletes) 4. Funds transferred 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Athletic activities, events, functions 7. Reimbursement of expenses
Athletics - 832 (ALL PROGRAMS)	1. Gate receipts 2. Box & season ticket sales 3. Entry fees 4. Broadcasting fees 5. Student payments 6. Concessions 7. Fundraisers 8. Ad sales 9. Funds transferred 10. Donations	1. Officials' and workers' fees 2. Entry fees and dues 3. Equipment and supplies 4. Trophies and awards 5. Certificates and ribbons 6. Uniforms and accessories 7. Fundraising expenses 8. In-service clinics/meetings 9. Concession supplies 10. Instructional/non-instructional supplies, materials, equipment and furniture 11. Periodicals/newspapers 12. Scouting expenses 13. Travel expenses 14. Athletic activities, events, functions 15. Awards banquet 16. Funds transferred 17. Clinician/speaker fees/salaries 18. Refreshments/meals/supplies 19. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
District Swimming - 836 (804) Boys Swimming (810) Girls Swimming	1. Gate & Season receipts 2. Entry fees 3. Fundraisers 4. Program ads 5. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Travel expenses including meals & lodging 3. Officials' and workers' fees 4. Scouting expenses 5. Uniforms and accessories 6. Fundraising expenses 7. In-service clinics/meetings 8. Entry fees 9. Trophies/awards/certificates/ribbons 10. Awards banquet 11. Operational expenses for events 12. Funds transferred 13. Reimbursement of expenses 14. Refreshments/meals/supplies
Designated Contributions - 984	1. Donations	1. To purchase materials as per donation specifications.

Account Name	Source of Revenue	Approved Expenditures
Mentorship Program - 903	1. Fundraisers 2. Donations/Grants 3. Proceeds received from Need My Transcript 4. Funds transferred	1. Fundraising expenses 2. Mentorship activities 3. School/community projects/services 4. Registration to local/state events 5. Funds transferred 6. Field trip expenses 7. Student awards 8. Reimbursement of expenses
Student Services - 950	1. Dues, fees, donations 2. Funds transferred	1. Student supplies and clothing 2. Refunds 3. Funds transferred 4. Reimbursement of expenses
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference,parent/volunteer involvement refreshments/supplies 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, materials, equipment and furniture 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Federal Programs - Title 1 **Homeless Education - 981**	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Student activities/events/functions 2. Instructional/non-instructional supplies, materials, clothing, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. Parent/volunteer activities 6. School/community services/projects 7. Refreshments/supplies 8. Funds transferred 9. Reimbursement of expenses
Title I SUMMER **KINDERGARTEN ACADEMY -987**	1. Dues, fees, donations 2. Funds transferred	1. Student supplies and clothing 2. Refunds 3. Refreshments 4. Funds transferred 5. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Strolling Strings - 926	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Class activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Refreshments/meals/supplies 4. School/community services/projects 5. Student awards/incentives 6. Fundraising expenses 7. Funds transferred 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
LPS Christmas Cheer - 962	1. Contributions from LPS employees	1. Provide food baskets for needy families at Christmas
Teen Council - 973	1. Dues, fees, donations 2. Fundraisers 3. Grants	1. Council activities, events, and functions 2. Student awards/incentives 3. School/community services/projects 4. Refreshments/meals/supplies 5. Uniforms and accessories 6. Funds transferred 7. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Parent/teacher conference/board meeting refreshments 3. Teacher curriculum and workshops 4. Building maintenance/landscaping 5. Instructional/non-instructional supplies, 6. materials, equipment and furniture 7. Funds transferred 8. Reimbursement of expenses
Speech Pathology - 977	1. Tuition 2. Workshops 3. Donations 4. Transfer of funds	1. Instructional/non-instructional supplies, materials,equipment and furniture 2. Clinician/speaker fees/salaries 3. Workshop travel expenses 4. ASHA & OSHA fees 5. Reimbursement of expenses
Vision Impaired - 988	1. Tuition 2. Workshops 3. Donations 4. Transfer of funds 5. Fundraisers	1. Instructional/non-instructional supplies, materials,equipment and furniture 2. Clinician/speaker fees/salaries 3. Workshop travel expenses 4. School/community services/projects 5. Student incentives/awards 6. Fundraising expenses 7. Funds transferred 8. Reimbursement of expenses
LPS Foundation Grant - 994	1. LPS Foundation	1. Site staff will spend money per the application submitted for the grant.

SPECIAL EDUCATION - TRANSITION
Rita Poshard

Special Education - 929 Transition Program (housed at EHS)	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Class activities/events/functions 3. School/community projects/services 4. Field trip expenses 5. Special Olympics expenses 6. Instructional/non-instructional supplies, materials, equipment and furniture 7. Registration to local/state events 8. Funds transferred 9. Field trip expenses including meals 10. Student awards/certificates/ribbons 11. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Assistance Club - 856	1. Payroll deductions	1. Beneficiaries of enrolled deceased member
District Personnel - 910	1. Payroll reimbursements	1. Issue check to General Fund at close of year

Account Name	Source of Revenue	Approved Expenditures
Lawton Community Services - 998	1. Donations	1. Purchase items as per donation requests for students in the Lawton community.
Welcome Back Expo - 999	1. Donations 2. Funds transferred	1. Expenses related to Welcome Back Expo 2. Supplement LPSF teacher grants 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Reimbursement of expenses 5. Refreshments/supplies

Account Name	Source of Revenue	Approved Expenditures
ACTS - 901	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Workshop/seminar/staff development expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Refreshments/supplies 4. Field trip expenses 5. Student awards/incentives 6. Class activities/events/functions 7. School beautification projects 8. Funds transferred 9. Reimbursement of expenses 10. Fundraising expenses

Account Name	Source of Revenue	Approved Expenditures
Military Child Club - 912	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Field trips, conferences 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Club activities/events/functions 4. Guest speakers 5. Fundraising expenses 6. Funds transferred 7. Refreshments/supplies 8. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Workshop materials/supplies 3. Building maintenance/landscaping 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Commission - 960	1. Vending machines 2. Dues, fees, donations	1. Staff development refreshments/luncheons 2. Workshop materials/supplies 3. Building maintenance/landscaping 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
FFA - 889	1. Fundraising expenses 2. Dues, fees, donations 3. Wheat sales 4. Funds transferred 5. Student payments	1. Filing and registration fees 2. Student awards/incentives 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Travel expenses 5. Funds transferred 6. Reimbursement of expenses 7. Fundraising expenses 8. Items for resale (non-fundraising) 9. Banquet
MOVED TO LHS BECAUSE OCAS WON'T ACCEPT 382 FOR SITE		
FFA Horticulture - 898	1. Landscaping material sales 2. Dues, fees, donations 3. Funds transferred 4. Fundraising expenses	1. Filing and registration fees 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Travel expenses 4. Funds transferred 5. Reimbursement of expenses 6. Class activities/functions/events 7. Repair of equipment 8. Fundraising expenses 9. Banquet
MOVED TO LHS BECAUSE OCAS WON'T ACCEPT 382 FOR SITE		

Account Name	Source of Revenue	Approved Expenditures
AP Exam - 853	1. Donations 2. Testing fees 3. Refunds	1. Instructional/non-instructional supplies, materials,equipment & furniture 2. Testing materials 3. Computer hardware and software 4. Transfer to BOE
District Testing - 942	1. Testing fees 2. Dues, fees, donations	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Test administrator/custodian fees/salaries 3. Refreshments/supplies 4. Funds transferred 5. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Miscellaneous Expense - 910	1. Fundraisers 2. Donations 3. Funds transferred	1. Fundraising expenses 2. Instructional/non-instructional supplies, materials, equipment and furniture. 3. Donations 4. Funds transferred 5. Reimbursement of expenses
Arts in Education - 857	1. Dues, fees, donations 2. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment and furniture 2. Staff development expenses 3. A-I-R salaries/supplies 4. Funds transferred 5. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
IPAD - 997	1. Dues, fees, donations 2. Funds transferred	1. IPAD/Apple Management JAMF account 2. Funds transferred

Account Name	Source of Revenue	Approved Expenditures
Campus Crime Stopper - 864	1. Donations 2. Funds transferred	1. Rewards to informants 2. Funds transferred 3. Reimbursement of expenses

Account Name	Source of Revenue	Approved Expenditures
Miscellaneous - 910	1. Interest from CN Fund 2. Returned checks 3. Funds transferred	1. Refunds to parents 2. Returned check fees 3. Transfers 4. Student nutritional-based activities
Commission - 960	1. Vending machines 2. Fees and donations	1. Staff development refreshments/luncheons 2. Workshop materials/supplies 3. Building maintenance/landscaping 4. Instructional/non-instructional supplies, materials, equipment and furniture 5. Funds transferred 6. Reimbursement of expenses

Lawton Public Schools
Business Operations
Report of the Clerk
June 25, 2020

REQUEST APPROVAL OF THE FOLLOWING CONSTRUCTION-RELATED DOCUMENTS:

Cavins Construction Group Inc		2015 Sales Tax (26)
LHS Gym & Auditorium HVAC Renovation		
Crossland Construction Company	Change Order 12	2017 Bond (33)
New EMS Construction	Use $46,151.23 of Contingency	

REQUEST APPROVAL OF THE FOLLOWING NEW CONTRACTS/AGREEMENTS:

Altus Public Schools	Altus Bulldog Shortgrass Classic Tournament	Activity Fund (60)
LHS Girls Basketball	January 21-23, 2021	
American Fidelity Assurance Company	Subscription Agreement	
Required for programs offered through American Fidelity Assurance Company to employees		
Arrow Sign Company	Artwork on Storage Building	Activity Fund (60)
LHS Athletics		
CE Wade Jr	School Attorney	General Fund (11)
Letter pertaining to handling Unemployment Claims for the district		
City of Lawton	Facilities Use Agreement	
LPS properties and City of Lawton properties	July 1, 2020 - June 30, 2025	
Coca-Cola Southwest Beverages LLC		Activity Fund (60)
Sponsorship for Athletic Programs & Concession Sales		
Digi Security Systems		
New EMS	Security Access Control & Video Security	2017 Bond (33)
New EMS	Servers for Security Video Storage	2017 Bond (33)
DocuSign Inc		Fed Grant Title I (511)
eSignature License for Federal Programs documentation		
Duncan Public Schools	Duncan Southern Oklahoma Invitational	Activity Fund (60)
LHS Girls Basketball	December 10-12, 2020	
Edmentum	Study Island Licenses for Elementary Schools	Fed Grant Title I (511)
	Reading Eggs Licenses for Elementary Schools & Prof Developm	State Reading Suff Act (367)
	Study Island Licenses for Secondary Schools	Fed Grant Title I (511)
Fulcrum Biometrics LLC	Fingerprint System	General Fund (11)
Gabbart Communications		Fed Grant Title I (511)
District-wide notification system		Title I
Nearpod Inc	Software Licenses	
Flocabulary for elementary schools		State Reading Suff Act (367)
Flocabulary for secondary schools		Fed Grant Title I (511)
Oklahoma Sports Network	Broadcast Agreements	Activity Fund (60)
EHS		
LHS		
MHS		
Renaissance	Star 360 Elementary Schools	State Reading Suff Act (367)
	Star 360 Secondary Schools	Fed Grant Title I (511)

Lawton Public Schools
Business Operations
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REQUEST APPROVAL OF THE FOLLOWING NEW CONTRACTS/AGREEMENTS: (CONT'D)

School Safe ID LLC Districtwide Security	Site Licenses/Software and Scanners	General Fund (11)
The K20 Center for Educational and Community Renewal Grant Evaluator		Federal Grant (775) DoDEA MCASP Elementary
Verizon Wireless Hotspots for distance learning throughout Lawton	Mobile Broadband/Hotspots & Equipment	Federal Grant (788) CARES Act (COVID-19)
W & B Service Company LP Child Nutrition Department	Equipment Rental Agreements 2 refrigerated trailers	General Fund (11) Child Nutrition

(Superintendent Emergency Approved 5/26 & 27/2020)

REQUEST PERMISSION TO DISPOSE OF SURPLUS PROPERTY: (per attached letters)
Portables, Classroom Furniture, and Data Card ID Printers

Lawton Public Schools
Business Operations
Report of the Clerk
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REQUEST APPROVAL OF FY 2020-2021 RECURRING (ANNUAL) CONTRACTS:

(documents are attached in agenda)

Accelerate Education — Alternative Ed Supplement (127)
Software and training for personalized learning at Gateway

Advanced Cabling Systems — Genetec Advantage — General Fund (11)
Building Security and Cameras

Allied Lab Inc — General Fund (11)
Student random drug testing
Bus Drivers and Employees

Barry Beauchamp — Consultant for Impact Aid for 2020-2021 — General Fund (11)

Cameron University
Annual Fee Waiver Request 2020-2021 - use of facilities for stadium or meeting rooms
Off-Campus Concurrent Enrollment - all 3 high schools

Collect-Ed LLC — E-Rate Form Services Agreement — General Fund (11)
Service Agreement for Funding Year 2021-2022

Crossroads Youth & Family Services Inc — 2020-2021
Special Services Agreement
Lease Agreement for Head Start/Early Head Start Programs
501 NW Woodridge Drive, Lawton, OK 73507

Dell Microsoft Campus Agreement — General Fund (11)
Districtwide Licenses for Chromebooks

Edgenuity — State Grant (361)
Courseware (including Odysseyware) for Gateway Success Center — ACE Technology

Edmentum — PLATO — Alternative Ed Supplement (127)
Courseware for special needs students in all programs at Gateway Success Center

Eduskills LLC — Technical Support Database — Fed Grant Title III (572)
English Learners

Employee Evaluation Systems Inc — 2020-2021 — General Fund (11)
Web-based evaluation systems for OKTLE (teachers), McRel (principals/admin)

Follett Book Fairs — Activity Fund (60)
Any school within the district, anytime, throughout the 2020-2021 school year

Follett School Solutions Inc — Maintenance Quote for 2020-2021 — General Fund (11)
Destiny Resource Management for libraries districtwide

Frontline Technologies — 2020-2021 — General Fund (11)
Absence Management Solution (SubFinder) and Frontline Central (Employee Processing)

Lawton Public Schools
Business Operations
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REQUEST APPROVAL OF FY 2020-2021 RECURRING (ANNUAL) CONTRACTS: (CONT'D)
(documents are attached in agenda)

Gale/Cengage Learning — General Fund (11)
Student resources at high schools

Great Plains Technology Center
Online Academics
Project Lead the Way (PLTW) courses

Green Family Investments LP — Extension of Lease Agreement 2020-2021 — General Fund (11)
421 Simpson — used to house Grounds Dept and storage

Healthcare Safety Solutions Inc — 2020-2021 — General Fund (11)
Loss Control Service Agreement - Workers' Compensation

Insurica — Insurance Summary for 2020-2021 (document attached Part 1, Part 2, Part 3)

Johnson-O'Malley Program — Federal Programs (563)
Parent Committee By-Laws and Grievance and Appeal Procedures

Kenny Heitzman — Commissioner/Assignor for Big Ten Conference — Activity Fund (60)
District Athletic Program — Varsity Football Officials assigned for Fall, 2020

Kiowa Tribe of Oklahoma — 2020-2021
Head Start Program Preschool Services
Head Start Transition Program

Lawton City Transit Trust (CTT) (LATS) — Memorandum of Agreement — General Fund (11)
Providing free rides for middle & high school students and staff during 2020-2021

MAX Teaching — Consultant Services — Federal Grant (779)
MHS - Training for all teachers — DoDEA MCASP High School
(originally scheduled for April & May, materials previously received)

Oklahoma Department of Rehabilitation Services (DRS) — 2020-2021 — General Fund (11)
Transition School-to-Work: Work Study
Transition Work Adjustment Training

Oklahoma School Assurance Group (OSAG)
2020-2021 Workers' Compensation Insurance — $741,000.00 — General Fund (11)

Oklahoma Schools Insurance Group (OSIG)
Resolution of Lawton Board of Education ISD#8 to Join OSIG

Oklahoma Secondary School Activities Association (OSSAA)
Pilot Cooperative Activities Program 2020-2021 — CMS & TMS Wrestling
Cooperative Swimming/Diving Program 2020-2021 — EHS, LHS & MHS Swimming

OneNet — Archival Storage 2020-2021 — General Fund (11)
Media/Technology Center

OSSBA Membership Renewal — 2020-2021 — General Fund (11)

OSSBA Policy Renewal — 2020-2021 — General Fund (11)

Lawton Public Schools
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REQUEST APPROVAL OF FY 2020-2021 RECURRING (ANNUAL) CONTRACTS: (CONT'D)
(documents are attached in agenda)

Rosenstein, Fist & Ringold (Karen Long) Legal Services for 2020-2021			General Fund (11)
Rushworks.TV Districtwide communications	TV support		General Fund (11)
Scantron Testing - Scantools SW Testing - Optical Mark Reader	S/N 006111935 S/N 0606498	$100.00 $1,147.00	General Fund (11)
Schindler Elevator Corporation Elevator Maintenance for LHS and Freedom Elementary			Building Levy (21)
Scholastic Book Fairs Any school within the district, anytime, throughout the 2020-2021 school year			Activity Fund (60)
Sherlock Services Payroll printer maintenance			General Fund (11)
Sodexo Operations LLC Child Nutrition Program	Amendment		General Fund (11)
Sooner Security Monitor & service burglar alarms Monitor fire alarms	2020-2021		Building Fund (21)
Tech-Now Site Agreements EHS LHS MHS	2020-2021		Fed Grant - Sp Ed (621)
ThyssenKrupp Elevator Corporation Elevator Maintenance for EHS, MHS, Pat Henry, Shoemaker, & Media Center			Building Fund (21)
Trinity3 Technology Internet Filter Security System	GoGuardian Licenses		General Fund (11)
Unite Private Networks LLC Internet Wiring Services	Mutual Ratification Acknowledgment		
Verizon 4 emergency cell phones and hot spots			General Fund (11)
Vic's Telecommuniations District Technology	software maintenance on phone system		General Fund (11)
Weidenhammer Systems Corporation Alio Software Maintenance Renewal Alio Hardware (Servers) Maintenance	2020-2021		General Fund (11)
YMCA Swim Team practices	Use of Facilities Agreement		General Fund (11)

Lawton Public Schools
Business Operations
Report of the Clerk
June 25, 2020

REQUEST APPROVAL OF FY 2020-2021 ONGOING CONTRACTS: (list attached)
(documents attached Part 1 and Part 2)

FY 2020-2021

ONGOING

CONTRACTS

This section contains contracts/agreements that have been previously board approved. All are ongoing in nature and represent obligations/responsibilities of our district.

Throughout the fiscal year, as new contracts or amendments are received, individual board action will be taken.

CONSTRUCTION-RELATED PROJECTS

Architects in Partnership LLC - Cameron Turf Replacement
Architects in Partnership LLC - Child Nutrition Freezer/Refrig Replacement
Architects in Partnership LLC - Child Nutrition Warehouse Reroof
Pat Henry Reroof
MHS Gym Foyer/Locker Rms Reroof
Woodland Hills 2005 Add Reroof
Architects in Partnership LLC - CMS HVAC Repair
Architects in Partnership LLC - Douglass Learning Center Window Replacement
Architects in Partnership LLC - LHS Window Replacement & Vestibule
Architects in Partnership LLC - LHS Gym/Auditorium HVAC
Architects in Partnership LLC - MHS Aud/Gym/Admin HVAC Renovation
Architects in Partnership LLC - Ron Stephens Stadium Wall Repair
Architects in Partnership LLC - Eisenhower Middle School/Safe Rooms
Architects in Partnership LLC - TMS Gym HVAC Renovation
Cavins Construction Group LLC - Child Nutrition Freezer/Refrig Replacement
Cavins Construction Group LLC - MHS Gym HVAC Renovation
Crossland Construction Co Inc-Const Manager at Risk - EMS/Safe Rooms
Fieldturf USA Inc - Cameron Turf Replacement
Hunter Mechanical & Controls Inc - CMS HVAC Repair
Landmark Engineering - Ron Stephens Stadium Wall Repair
RCJ Construction Inc - MHS Aud/Admin HVAC Renovation
RCJ Construction Inc - TMS Gym HVAC Renovation
Super Roofs Inc - MHS, Pat Henry, CN Warehouse Reroofs

CONTRACTS/AGREEMENTS

5 Star Sports – football tickets provided free
Academy Sports + Outdoors – Athletic Sponsorship
Arvest Bank – Affinity Marketing Agreement
BOK Financial Securities (see Public Finance Law Group PLLC) – 2017 Bond
Bond Counsel Services and BOK Financial Securities
Boy Scouts Act – LPS to provide meeting space
Cameron University – Stadium Lease Agreement (expires June 30, 2030)
Cameron University – Teacher Residency Program (for first-yr teachers)
CE Wade Jr – Attorney
Children's Internet Protection Act (CIPA) – district requirement
City of Lawton – Baseball Field Use (City summer baseball league)
City of Lawton – East Side Park (MHS parking lot and tennis courts)
City of Lawton – Joint Use Agreement for Grandview Sports Complex
City of Lawton – Lease Purchase Agreement (original LHS)
City of Lawton – Access Agreement (Elmer Thomas Park-Shoemaker Center)
City of Lawton – Law Enforcement Services Mutual Aid Agreement
City of Lawton – Easements (6) for sidewalk/bicycle path (CMS-Shoemaker Center)
City of Lawton – Open Space Use Agreement (flood plain compliance)
City of Lawton – Construction Right of Way of SW 52nd Street (Gore to Railroad)
Comanche County Educational Facilities Authority – Lease Purchase Agreement
(Bond 2017 – expires 2028)
Comanche County Facilities Authority "Jail" –provide studies to inmates that are students
Comanche County Health Dept – MIPS (Push Partner) for disease prevention
Comanche County Health Dept – Back-up Transportation
Comanche County Health Dept - Care & Feed @ MHS during an emergency
Comanche County (ASCOG) Natural Hazard Mitigation Plan
Crossroads Youth & Family Services Inc (Headstart) – Lease (expires 2022)

Cummins-Setters Commercial Partners LLC – Johnny Owens
Commercial Properties Inc –
Broker Duties and Exclusive Real Estate Listing Agreements

52nd & Quanah Parker Trailway	Jackson Elementary
Park Lane Elementary	Swinney Elementary
Taft Elementary	Wilson Elementary

And Contract for Sale of Wilson Elementary property
Dr. Dan Horton – District Physician
Diane Branstetter – Branstetter Financial Consultant
Employee Benefits:
403(b) Plan Document
457(b) Deferred Compensation Plan (American Fidelity)
American Fidelity Assurance Company (Third Party Sick Pay Reporting)
American United Life Insurance Company
MetLife Long-Term Care Multi-Life Program
Section 125 Flexible Benefit Plan (employee benefits)
National Benefit Services (Service Agreement for Employee Benefits)
E-RATE - Collect-Ed, CDW Government LLC, OneNet, Peak Methods, & Unite Private Networks
FFA Vehicle Lease

Christopher Conway	Provided only one full contract because terms &
Courtney Miller	conditions are the same for all.
Heaven Kern	Insurance verification is provided for each
Lindsey Hoerbert	vehicle and kept in file.

Fidelity Communications, Inc. – Cable Service/Broadcast Service
Fort Sill Lease – Freedom Elementary (expires August 2037)
Fort Sill Garrison DFMWR – work-related transition program
Great Plains Technology Center – Lease Bus from LPS
Great Plains Technology Center – LPS to provide Career Advisor
Great Plains Technology Center – Intro Engineering Design & Principles of Engineering
Great Plains Technology Center - SCORE Program
Great Plains Technology Center – Pre-Engineering & Biomedical Science Academies
Impact Aid Indian Policies and Procedures
INET Communications – Trunk Service Agreement (expires 2021)
Infinite Campus – Student Information, Teacher Gradebook, Child Nutrition
Juvenile Bureau - Project Safe Neighborhood (Gang Intervention)
Kevin W Hime – Superintendent of Schools

Kollegetown Sports/Riddell – MHS Soccer Sponsorship (expires Feb 2022)
Lawton-Fort Sill Chamber of Commerce – Vocational Training Program
Level 10 (KLK Holdings) – commission on merchandise sales with school marks
LRG Prep LLC (NFHS) – commission on merchandise sales with school marks
Marie Detty Youth & Family Services Inc (resident facility)
Museum of the Great Plains (items on loan for display)
Need My Transcript – standardized procedure to obtain student records
New Lion Media Group – commission on merchandise sales with school marks
Nora O'Neal Adult Day Care – transitional program vocational training
Ohiopyle Prints (My Town) – commission on merchandise sales with school marks
OK Works for All (OKWFA) – training for students/families (IEPs)
Oklahoma City Community College – healthcare student rotations
Okla Federal Surplus Property Program – eligible to acquire surplus property
Okla State Dept of Education – Positive Behavior Intervention Support (Learning Tree Academy)
Oklahoma State Regents for Higher Education – assist with FAFSA
OU College of Nursing – clinical assignments for student nurses
Pitney Bowes Lease Agreements – mailing system in Media Center
Playcare Inc – Program for 4 year olds (we provide teachers/teacher assistants)
Public Finance Law Group PLLC – (2017 Bond)
Bond Counsel Services and BOK Financial Securities
Rank One Sport – maintain athletic information (web-based)
Regional Food Bank School Pantry Program – CMS,EMS,EHS,LHS,MMS,TMS,Gateway
(only provided one copy – all schools the same)
Residential Facilities LLC – provide educational services to residents
Solomon Amendment & FERPA – Military Recruiter access
Spectrum Behavioral Health Care – IEP services for a student
State Dept of Health – Immunization Information System
TAC Energy Solutions (Schneider Electric) – Energy Savings (expires 2024)
Tulsa Job Corp – LPS to provide office space for counselor at Douglass Learning Center
Tyler Technologies – Bus Routing Software
Under Armour/BSN – MHS Football Sponsorship
USAO – Speech Language Pathology Program Clinicals
Unite Private Networks LLC – Brockland (connect new)
Unite Private Networks LLC – EMS internet services (disconnect old, connect new)
WW Vending – Vending Machines in secondary schools

Westwood Baptist Church - Emergency situations – Learning Tree Academy
Wichita Mountains Prevention Network (Lawton/Ft Sill Community Coalition)
Williston State College – Speech Language Pathology Assist Clinicals
Wright's Media – LHS 2017 Award Badge for US News Best High Schools
XCEL Office Solutions – District Copier Contract
Xerox Corporation – Media Center Copier Lease Agreement
Zonar Systems Inc/Safe Stop – Bus GPS/Student Tracking system

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

Cavins Construction Group, LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

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

#2004 Lawton Public Schools – Lawton High School Gym & Auditorium HVAC Renovation
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Init.
/

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[X] Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Thirty Four Thousand Dollars and 00/Cents ($1,134,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	$181,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

1.13 CHANGES TO THE WORK

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

1. 10 percent overhead and profit on the net cost of our own Work;

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2. 5 percent on the cost of work done by any Subcontractor.

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gary Cavins, President
Cavins Construction Group, LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	3/26/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	3/26/2020	3

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	4/9/2020	12
Addendum No. 2	4/10/2020	4
Addendum No. 3	4/13/2020	21

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	3/26/2020	44

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

Ken H. EMERGENCY APPROVAL 6/4/2020
OWNER *(Signature)*

SUPERINTENDENT
Lawton Board of Education
Lawton Public Schools
(Printed name and title)

CONTRACTOR *(Signature)*

Gary Cavins, President
Cavins Construction Group, Inc.
(Printed name and title)

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Lawton Public Schools - New Eisenhower Middle School Lawton, Oklahoma	Contract For: General Construction Date: January 19, 2018	Change Order Number: 12 Date: June 12, 2020
OWNER: *(Name and address)* Lawton Public Schools 753 NW Ft. Sill Blvd. Lawton, Oklahoma 73507	**ARCHITECT:** *(Name and address)* Architects in Partnership, LLC 3220 Marshall Avenue Norman, Oklahoma 73072	**CONTRACTOR:** *(Name and address)* Crossland Construction Company 408 N.E. 145th Place Edmond, Oklahoma 73013

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Contingency Amount: $456,425.25

Exhaust Registers at C122, C124, C204, and C206	$192.89
Column Covers	$10,509.00
Transfer Grille Coordination with New Millwork at Kiln Storage B118	$2,281.43
Courtyard Foundation Skirt Transition Angle	$438.50
Coordinate Mechanical with Wrestling Room Furr Down	$796.95
Stainless Steel Cover Plates for Data Blanks	$400.00
Stainless Steel Shrouds over FACS Hood Exhaust	$2,650.46
New Communications Vault	$3,857.00
Second Round of Asbestos Abatement - Subtotal	$25,025.00
1. Air monitoring of the school while abatement is being conducted (Assuming 15 days of actual abatement at $535 per day):	$8,025.00
2. State required air testing ($100 per test and 5 tests per area at 6 areas):	$3,000.0
3. Additional fittings (Assuming 200 fittings that are 3" in diameter or smaller @ $60 a fitting):	$12,000.00
4. Interior demolition for access:	$2,000.00

Remaining Contingency: $410,274.02

The original Contract Sum was	$ 10,939,373.00
The net change by previously authorized Change Orders	$ 26,997,127.44
The Contract Sum prior to this Change Order was	$ 37,936,500.44
The Contract Sum will be decreased by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 37,936,500.44

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be May 11, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC	Crossland Construction Company	Lawton Public Schools
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*

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SIGNATURE	SIGNATURE	SIGNATURE
Cory Miller, Senior Project Manager/Associate PRINTED NAME AND TITLE	Josh Jacox, Project Manager PRINTED NAME AND TITLE	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION PRINTED NAME AND TITLE
June 12, 2020 DATE	DATE	DATE

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1715A - Lawton Public Schools New Eisenhower Middle School
Trend Log

Last Update: June 9, 2020

Closed Issue (Accepted/ Go)
Active Issue (Pending)
New Issue (More Info Needed)
Not Accepted

ARCHITECTS IN PARTNERSHIP

Original Contract Amount: $10,939,373.00
Construction Occupancy: 09/17/2018
Original Completion Date: 05/11/2020

Item	ASI No.	Date	Description	Proposed	Acceptance Required Date	LPS Acceptance Date	Accepted Change Amout	Working Estimate	PCO No.	CO No.	CO Date	Comments
01			Original Contingency	($546,950.00)		2/21/2019	($980,050.00)	($546,950.00)				As of GMP #4
02	ASI-001	10/5/2018	Art Room & Vocal Windows	$0.00				$0.00				Concur
03	ASI-002	10/25/2018	Landing at Door B101	$0.00		3/12/2019	$0.00	$0.00		3	3/1/2019	Concur. $ included in Pier Log (Trend Log item 15)
04	ASI-003	11/30/2018	Sanitary Sewer & Gas Utility	$540.32		3/12/2019	$540.32	$540.32		3	3/1/2019	Concur
05	ASI-004	1/10/2019	Water Loop	$51,541.11		2/21/2019	$51,541.11	$51,541.11		2	2/15/2019	Concur
06	Email	12/14/2018	Non-proprietary Fire Alarm	$1,959.00		1/17/2019	$1,959.00	$1,959.00		1	12/20/2018	Owner Requested - Concur
07	ASI-005	12/28/2018	Music Walls to Deck & Elevator Coordination	$22,163.00		3/12/2019	$22,163.00	$22,163.00		3	3/1/2019	Concur
08	Submittal	1/4/2019	Additional Roller Shades	$16,720.00		3/12/2019	$16,720.00	$16,720.00		3	3/1/2019	Concur
09	Submittal	12/20/2018	Door Hardware Coordination	$5,400.00		3/12/2019	$5,400.00	$5,400.00		3	3/1/2019	Concur
10	Email	1/21/2019	Motorized Small Gym Bleacher	$3,662.00		3/12/2019	$3,662.00	$3,662.00		3	3/1/2019	Concur
11	ASI-006	1/25/2019	RCP Coordination with Mechanical	$0.00				$0.00				Clarification only
12	ASI-007	2/6/2019	FD-1 in RR C122 & C124	$2,461.26		2/21/2019	$2,461.26	$2,461.26		2	2/15/2019	Concur
13	ASI-008	2/7/2019	Auditorium Ramp ADA Clearance	$0.00				$0.00				Clarification only
14	ASI-009	2/11/2019	Electrical Coordination	$0.00				$0.00				Clarification only
15	Pier Log	2/12/2019	Actual Pier Depths	($51,269.51)		3/12/2019	($51,269.51)	($51,269.51)		3	3/1/2019	Concur
16	ASI-010	5/3/2019	Kitchen Security Closure	$10,995.00		6/27/2019	$10,995.00	$10,995.00		4	6/13/2019	Owner Requested - Concur
17	ASI-011	3/6/2019	Fire Sprinkler Crossing at A131	$0.00				$0.00				Clarification only
18	ASI-012	3/22/2019	Auditorium Aisle Dimension	$0.00				$0.00				Clarification only
19	Email	2/27/2019	Building Fiber Connection	$25,362.00		9/19/2019	$25,362.00	$25,362.00		6	9/19/2019	Owner's Vendor - Omitted from GMP; Concur
20	Email	5/1/2019	Rough-in to Exterior Cameras	$6,047.00		9/3/2019	$6,047.00	$6,047.00		5	9/3/2019	Owner Requested - Concur
21	Email	5/3/2019	Access Control Hardware Coordination	($236.00)		6/27/2019	($236.00)	($236.00)		4	6/13/2019	Concur
22	ASI-013	5/9/2019	Gym Dimension Clarification					$0.00				Clarification only
23	Email	2/4/2019	Audio System Coordination	$8,153.60		6/27/2019	$8,153.60	$8,153.60		4	6/13/2019	Concur
24	ASI-014 R2	5/24/2019	FACS & Career Tech Coordination	$35,581.00		9/3/2019	$35,581.00	$35,581.00		5	9/3/2019	Owner Requested - Concur
25	Submittal	3/21/2019	Omit Motorized Bases for Light Fixture M2	($1,999.00)		1/16/2020	($1,999.00)	($1,999.00)		3	1/16/2020	Concur
26	RFI #082	4/10/2019	Translucent Panel Steel Angle	$0.00			$0.00	$0.00				Use $400 of allowance per S-000 Structural Steel Note 6
27	Email	6/12/2019	Additional Slab Reinforcement for Terrazzo Area	$4,016.00		6/27/2019	$4,016.00	$4,016.00		4	6/13/2019	Concur - Uses reinforcing allowance from Bid Form
28	Email	6/12/2019	Hook-up Commercial Washer & Dryer in Existing Cafeteria Dishroom	$3,200.00				$5,000.00				Owner Requested - Awaiting Plumbing Pricing
29	Email	6/12/2019	Irrigation for Football Practice Field	$20,034.41		9/3/2019	$20,034.41	$20,034.41		5	9/3/2019	Owner Requested - Concur
30	Email	6/21/2019	Substitute DecoFloor for Primecoat Resinous Flooring	($3,309.00)		9/3/2019	($3,309.00)	($3,309.00)		5	9/3/2019	Concur
31	ASI-015 R1	6/25/2019	Media Center Coordination	$9,368.30		9/3/2019	$9,368.30	$9,368.30		5	9/3/2019	Owner Requested - Concur
32	RFI #090	6/7/2019	Add 4 Floor Drains to Second Floor at Restrooms	$4,426.09		9/3/2019	$4,426.09	$4,426.09		5	9/3/2019	Concur
33	ASI-016 R1	6/28/2019	Median Paving Section	$1,725.00		9/19/2019	$1,725.00	$1,725.00		6	9/19/2019	Concur
34	Email	7/2/2019	Omit FACS Teaching Station Sink	($781.23)		9/3/2019	($781.23)	($781.23)		5	9/3/2019	Concur
35	Email	6/5/2019	Custom Metal Coping Color	$10,300.00		9/3/2019	$10,300.00	$10,300.00		5	9/3/2019	Concur
36	ASI-017 R1	7/23/2019	Foundation Vapor Barrier Details & Stage Ramp Landing Dimension	$0.00			$0.00	$0.00				Clarification only
37	ASI-018	7/29/2019	ID/ Mild MOD Electrical Receptacles	$0.00				$0.00				Clarification only
38	Email	7/24/2019	Resinous Seamless Shower Wall System	$28,964.10		9/3/2019	$28,964.10	$28,964.10		5	9/3/2019	Omitted from GMP - Concur
39	Email	8/8/2019	Irrigation for Soccer Practice Fields	$18,367.55		9/3/2019	$18,367.55	$18,367.55		5	9/3/2019	Owner Requested - Concur
40	ASI-019	8/9/2019	TrueTouch Coordination	$2,398.00		9/19/2019	$2,398.00	$2,398.00		6	9/19/2019	Owner Requested - Concur
41	Email	8/15/2019	Add one flammable storage cabinet at Science Lab C143 and C219	$1,845.00		9/19/2019	$1,845.00	$1,845.00		6	9/19/2019	Owner Requested - Concur
42	ASI-020	8/20/2019	Art & Testing Storage Shelving	$7,353.00		9/19/2019	$7,353.00	$7,353.00		6	9/19/2019	Owner Requested - Concur
43	RFI #108	8/20/2019	Additional Data Boxes	$497.00		9/19/2019	$497.00	$497.00		6	9/19/2019	Concur
44		10/4/2019	Transfer Contingency to Furniture Project	$37,018.56		10/14/2019	$37,018.56	$37,018.56		7	10/14/2019	Concur
45	Email	7/6/2019	Water Line Repairs on Gore Blvd.	$2,613.94		1/16/2020	$2,613.94	$2,613.94		8	1/16/2020	Concur
46	Email	12/9/2019	Deduct for Gyp. Bd. Headers Above Corridor Lockers	($7,319.00)		1/16/2020	($7,319.00)	($7,319.00)		8	1/16/2020	Concur
47	ASI-025	11/6/2019	Vestibule C127 Furr Down	$2,705.44		1/16/2020	$2,705.44	$2,705.44		6	1/16/2020	Concur
48	RFI #145	11/25/2019	Safe Room Wall Types 3 and 3A	$5,000.00		1/16/2020	$5,000.00	$5,000.00		8	1/16/2020	Concur

Item	ASI No.	Date	Description	Proposed	Acceptance Required Date	LPS Acceptance Date	Accepted Change Amount	Working Estimate	PCD No.	CO No.	CO Date	Comments
49	Email	10/23/2019	Commons Canopy	$68,440.00		1/16/2020	$68,440.00	$68,440.00		8	1/16/2020	Omitted from GMP - Concur
50	Email	12/17/2019	Concrete Backfill Board	$14,311.35		1/16/2020	$14,311.35	$14,311.35		8	1/16/2020	Omitted from GMP - Concur
51	Email	12/17/2019	Welded Academic Lockers	$47,478.00		1/16/2020	$47,478.00	$47,478.00		8	1/16/2020	Concur
52	Email	11/22/2019	Aggregate Base for Courtyard Paving	$23,838.63		1/16/2020	$23,838.63	$23,838.63		8	1/16/2020	Concur
53	RFI #163	1/7/2020	Wrestling Electric Conflict with Storm Sewer	$3,165.50		2/3/2020	$3,165.50	$3,165.50		9	2/3/2020	Concur
54	Email	12/12/2019	Omit Exhaust Ductwork Insulation	($7,524.00)		4/16/2020	($7,524.00)	($7,524.00)		10	4/16/2020	Concur
55	Email	1/13/2020	Built-in Combination Locks for All Academic and Athletic Lockers	$16,908.00		2/3/2020	$16,908.00	$16,908.00		9	2/3/2020	Owner Requested - Concur
56	Email	1/13/2020	Center Court Logos at Both Gyms	$6,360.00		2/3/2020	$6,360.00	$6,360.00		9	2/3/2020	Owner Requested - Concur
57	Email	1/3/2020	Wheel Stops at 20 Parking Stalls Adjacent to Light Poles	$1,697.40		2/3/2020	$1,697.40	$1,697.40		9	2/3/2020	Concur
58	Email	1/15/2020	8' Long Marker Boards in Lieu of 4'	$10,523.00		2/3/2020	$10,523.00	$10,523.00		9	2/3/2020	Owner Requested - Concur
59	RFI #168	1/28/2020	400A Disconnects for L7A, L7B, and L7C	$9,522.00		4/16/2020	$9,522.00	$9,522.00		10	4/16/2020	Concur
60	ASI-026	1/28/2020	Ceiling Coordination	$495.00		4/16/2020	$495.00	$495.00		10	4/16/2020	Concur
61	ASI-027	2/7/2020	Projector Screen	$4,105.97		4/16/2020	$4,105.97	$4,105.97		10	4/16/2020	Concur
62	Email	2/17/2020	Impact Resistant Gyp Above Lockers	($2,229.00)		4/16/2020	($2,229.00)	($2,229.00)		10	4/16/2020	Concur
63	Email	2/17/2020	Furr Down in Wrestling Room	$4,551.51		4/16/2020	$4,551.51	$4,551.51		10	4/16/2020	Concur
64	Email	2/17/2020	Kitchen Equipment Credit	($475.00)		4/16/2020	($475.00)	($475.00)		10	4/16/2020	Concur
65	Email	2/17/2020	Panic Device for Door B102a	$941.60		4/16/2020	$941.60	$941.60		10	4/16/2020	Concur
66	RFI #165a	2/24/2020	Water Connection to ASF	$679.95		4/16/2020	$679.95	$679.95		10	4/16/2020	Concur
67	RFI #174	2/24/2020	Gas Pot Backflow	$1,178.98		4/16/2020	$1,178.98	$1,178.98		10	4/16/2020	Concur
68	Email	2/26/2020	Data Port for Trane SC Panels	$300.00		4/16/2020	$300.00	$300.00		10	4/16/2020	Concur
69	ASI-029	2/26/2020	Roof Details	$7,396.00		4/16/2020	$7,396.00	$7,396.00		10	4/16/2020	Concur
70	ASI-031	3/18/2020	LPD Antenna Mounting	$5,636.48		4/16/2020	$5,636.48	$5,636.48		10	4/16/2020	Owner Requested - Concur
71	Email	3/26/2020	Replace Natural Gas Cocks with Open Ball Valves	$1,273.52		4/16/2020	$1,273.52	$1,273.52		10	4/16/2020	Concur
72	RFI #157	12/17/2019	Provide Power to Ranges in B156 & C135	$5,268.00		4/16/2020	$5,268.00	$5,268.00		10	4/16/2020	Concur
73	Email	3/24/2020	Ten 40' CONEX for Moving Storage Through July 31, 2020	$7,360.00		4/16/2020	$7,360.00	$7,360.00		10	4/16/2020	Owner Requested - Concur
74	Email	4/16/2020	First Round of Asbestos Abatement: Air Monitoring, State Testing, and Additional 100 Fittings	$15,850.00		4/20/2020	$15,850.00	$15,850.00		11	4/20/2020	Concur
75	RFI #169	4/14/2020	Exhaust Registers at C122, C124, C204, and C206	$192.89			$192.89	$192.89		12		Concur
76	ASI-032 R1	5/29/2020	Stair Guards and Thermostat Covers	$10,686.52	6/29/2020			$10,686.52		13		Awaiting Painter's Pricing
77	Email	4/27/2020	Interlocked Masonry Credit	($22,640.00)				($22,640.00)				Awaiting Revised Pricing
78	Email	5/15/2020	Column Covers	$10,509.00	6/11/2020		$10,509.00	$10,509.00		12		Omitted from GMP - Concur
79	RFI #184	5/15/2020	Transfer Grille Coordination with New Millwork at Kiln Storage B118	$2,281.43			$2,281.43	$2,281.43		12		Owner Requested per ASI-020 - Concur
80	Email	5/15/2020	Courtyard Foundation Skirt Transition Angle	$438.50			$438.50	$438.50		12		Concur
81	Email	5/15/2020	Coordinate Mechanical with Wrestling Room Furr Down	$796.95			$796.95	$796.95		12		Concur
82	Email	5/15/2020	Stainless Steel Cover Plates for Data Blanks	$400.00			$400.00	$400.00		12		Concur
83	Email	5/15/2020	Stainless Steel Shrouds over FACS Hood Exhaust	$2,650.46	ASAP		$2,650.46	$2,650.46		12		Concur
84	Email	5/15/2020	New Communications Vault	$3,857.00			$3,857.00	$3,857.00		12		Concur
85	Email	5/20/2020	Second Round of Asbestos Abatement: Air Monitoring, State Testing, Additional 200 Fittings, and Demolition for Access	$25,025.00			$25,025.00	$25,025.00		12		Concur
86	Email	5/22/2020	Expansion Joint Cover at Second Floor Slab	$2,256.00				$2,256.00		13		Concur
87	Email	5/22/2020	Irrigation Meter Receptacle	$504.00	7/1/2020			$504.00		13		Owner Requested - Concur
88	RFI #183	5/22/2020	Revised Receptacle Height in B213	$409.00	6/9/2020			$409.00		13		Owner Requested - Concur
89	RFI #185	5/22/2020	Supreme Air Fume Vent Hood Power	$5,294.00	ASAP			$5,294.00		13		Concur
90	RFI #186		Additional A/V Connections at Stage	$504.00	7/15/2020			$504.00		13		Owner Requested - Awaiting Complete Pricing
91	ASI-033	6/4/2020	East Side Curb - Bus Radius Revision	$14,207.79	6/15/2020			$14,207.79		13		Owner Requested - Concur
92	ASI-034		Egress Stair Hardware Revisions	$10,000.00				$10,000.00		13		Owner Requested - Awaiting ASI for Final Pricing
93	ASI-035		New West Side Parent Dropoff Lane and Bus Rated Paving	$136,293.76	6/29/2020			$136,293.76		13		Owner Requested - Awaiting ASI for Final Pricing
94	Email	5/27/2020	Unsuitable Soils at Paving Areas	$8,495.65				$8,495.65		13		Based on Unit Price - Awaiting Final Quantity
95	RFI #188	6/5/2020	Fire Dampers in Area B	$9,132.00	6/9/2020			$9,132.00		13		Concur
96	Email	6/5/2020	Third Round of Asbestos Abatement	$155,917.00				$155,917.00		13		Awaiting Final Pricing
			Totals To Date	($76,014.30)			($410,274.62)	($74,214.30)				Negative = Remaining Contingency Amount
				$1,959.00	CO #1		$1,959.00	$1,959.00				Use of contingency; No Change to Contract Sum
				$54,002.37	CO #2		$54,002.37	$54,002.37				Use of contingency; No Change to Contract Sum
				($2,784.19)	CO #3		($2,784.19)	($2,784.19)				Increases contingency; No Change to Contract Sum
				$22,928.60	CO #4		$22,928.60	$22,928.60				Use of contingency; No Change to Contract Sum
				$129,307.22	CO #5		$129,307.22	$129,307.22				Use of contingency; No Change to Contract Sum
				$39,180.00	CO #6		$39,180.00	$39,180.00				Use of contingency; No Change to Contract Sum
				$37,018.56	CO #7		$37,018.56	$37,018.56				Use of contingency; Deduct from Contract Sum

Item	ASI No.	Date	Description	Proposed	Acceptance Required Date	LPS Acceptance Date	Accepted Change Amout	Working Estimate	PCO No.	CO No.	CO Date	Comments
				$155,078.28	CO #8		$155,078.28	$155,078.28				Use of contingency; No Change to Contract Sum
				$38,653.90	CO #9		$38,653.90	$38,653.90				Use of contingency; No Change to Contract Sum
				$38,431.01	CO #10		$38,431.01	$38,431.01				Use of contingency; No Change to Contract Sum
				$15,850.00	CO #11		$15,850.00	$15,850.00				Use of contingency; No Change to Contract Sum
				$46,151.23	CO #12		$46,151.23	$46,151.23				Use of contingency; No Change to Contract Sum
				$353,699.72	CO #13		$0.00	$353,699.72				Use of contingency; No Change to Contract Sum

	Original Contract Amount	**$10,939,373.00**	5/11/2020
Change Order Summary	**Date Executed**		**New Completion Date**
GMP #2	10/22/2018	$16,599,241.00	**5/11/2020**
GMP #3	11/15/2018	$7,941,605.00	**5/11/2020**
GMP #4	2/21/2019	$2,493,900.00	**5/11/2020**
Change Order No. 1	1/17/2019	$0.00	**5/11/2020**
Change Order No. 2	2/21/2019	$0.00	**5/11/2020**
Change Order No. 3	3/12/2019	$0.00	**5/11/2020**
Change Order No. 4	6/27/2019	$0.00	**5/11/2020**
Change Order No. 5	9/3/2019	$0.00	**5/11/2020**
Change Order No. 6	9/19/2019	$0.00	**5/11/2020**
Change Order No. 7	10/14/2019	($[illegible]218.56)	**5/11/2020**
Change Order No. 8	1/16/2020	$0.00	**5/11/2020**
Change Order No. 9	2/3/2020	$0.00	**5/11/2020**
Change Order No. 10	4/16/2020	$0.00	**5/11/2020**
Change Order No. 11	4/20/2020	$0.00	**5/11/2020**
Change Order No. 12		$0.00	**5/11/2020**
Change Order No. 13		$0.00	**5/11/2020**
Subtotals		**$26,997,127.44**	
Revised Contract Sum		**$37,936,500.44**	

TMC
Trade Mechanical Contractors, Inc.
136 N.E. 48th Street • Oklahoma City, OK 73106
Office: (405) 521-1497 • Fax: (405) 521-1499

REQUEST for CHANGE ORDER #00 Exhaust Registers

Date: **4/14/2020**
To: **Crossland Construction**
Attn: **Joshua Jacox**
Project: **Eisenhower Middle School**

Description of Change:

This cost is for the air devices as outlined in RFI 169 - MEP Response. We had already received the ones per plan sheets M-101c & M-102c. We will turn these (4) devices over to LPS.

Direct Labor Subtotal:	$ 80.00	Labor Hrs:	1
Material Subtotal:	$ 0.00		
Equipment Subtotal:	$ 87.00		
Sub-Contractors:	$ 0.00		
Total Direct Cost:	$ 167.00		
10% Overhead:	$ 16.70		
Direct Cost & OH:	$ 183.70		
5% Profit:	$ 9.19		
Total Change Amount:	**$ 192.89**		

Sincerely,

Gary Jones

Gary Jones
Estimator / Project manager
Trade mechanical Contractors, Inc.

r. b. akins company
ENVIRONMENTAL EQUIPMENT FOR BUSINESS & INDUSTRY

3425 N. Santa Fe Ave.
Oklahoma City, OK 73118

PHONE: 405-[illegible]
FAX: 405-[illegible]

Date: January 27, 2019 **No. of Pages Including This Page: 1**

To: Trade Mechanical **From: Timothy Mincey**

Attn: Gary Jones

Subject: Lawton PS Eisenhower MS - RFI-169

Size change to (4) Titus Air Distribution Devices.

Net Price:.....$87.00 Freight Inc.

Terms
F.O.B. SHIPPING POINT FULL FREIGHT ALLOWED
NET 30 DAYS
PLEASE CALL IMMEDIATELY IF ALL PAGES ARE NOT RECEIVED

Thank You

Timothy Mincey

SOUTHWEST
DRYWALL

Phone: (405)463-7171. FAX: (405)463-7173. 11609-A North Santa Fe Ave; OKC, OK 73114

Request for Change Order

To:	Project Manager:	Cell Phone:	Email Address:
Josh Jacox	Daniel Mendell	(405)464-5737	daniel@southwestdrywall.com

Firm:	Project Name & Location:	Date Submitted:
Crossland Construction	Eisenhower Middle School Lawton, OK	May 15, 2020

Add for 2 Column Covers per attached spec. Covers approximately 22' tall with a clear anodized finish.

Request for Change Order #022:

Material	**$6,724.00**
Labor	**$1,544.00**
OH & P	**$1,241.00**
Equipment	**$1,000.00**
Total	**$10,509.00**

Thank You,

Daniel Mendell
Estimator
Southwest Drywall

Be more profitable by staying informed!
Sign up for our e-newsletter at www.saf.com

QUOTATION

SAF METAL FABRICATION

Metals Distribution, Finishing, and Fabricating

QUOTE NO	QUOTE DATE
194348	5/11/2020

SOLD TO

Southwest Drywall
Daniel Mendell
13919 N Harvey Ave
-
Edmond OK 73013-2431

sou73013 Ph: 405-463-7171 Fax:

SHIP TO

SAME
-

SALESPERSON	ESTIMATED SCHEDULE	SHIP VIA	TERMS
kjt	3-4 weeks	TBD	To be determined

QUANTITY	PART #	DESCRIPTION	$ / EA	AMOUNT
		To Furnish Fabricated Material FINISH: SAF 215 / Clear Anodize		
2		CC1-M1 .125" M2000 16D x 132H plus splice (male half)	96 #	
2		CC1-F1 .125" M2000 16D x 132H plus splice (female half)	89 #	
2		CC1-M2 .125" M2000 16D x 132H (male half)	96 #	
2		CC1-F2 .125" M2000 16D x 132H (female half)	89 #	
			370 #	

Freight: FOB Factory. Prepaid and Allowed

Finishing Summary: 209 Square Feet

NOTES:
*Prices good for thirty days.
*Changes in quantity may change price per unit.
*On custom colors, customer approval of SAF color chip required prior to finishing.
*Final terms and conditions are established by SAF's acknowledgment and invoice.
*To grip these parts for finishing, anodized parts will have rack marks and painted parts will have holes for hanging.
*Defective goods returned will be replaced or repaired without charge, but SAF will not be responsible for labor backcharges or consequential damages.
*Freight charges are based on ground shipment to locations in the U.S., excluding Alaska and Hawaii.
*This quotation is based on the quantities, number of items, and dimensions shown.
*This price is based on receiving a priced purchase order and complete release for these items as quoted.
*If this order is being delivered to a job site and requires a flat bed truck, there will be an additional freight charge. Please contact us for that freight charge.
*Any and all materials or services not specifically noted herein are expressly excluded from the scope of this proposal. If, for any reason, the scope listed herein does not match your expectations, please contact me for adjustment.
*A more accurate estimate of the schedule will depend on SAF's backlog at the time of receipt of your written purchase order, complete dimensions and color.

Project Name: EISENHOWER MIDDLE SCHOOL

QUOTE NO	QUOTE DATE
194348	5/11/2020

SOLD TO

Southwest Drywall
Daniel Mendell
13919 N Harvey Ave
-
Edmond OK 73013-2431

sou73013 Ph: 405-463-7171 Fax:

SHIP TO

SAME
-

SALESPERSON	ESTIMATED SCHEDULE	SHIP VIA	TERMS
kjt	3-4 weeks	TBD	To be determined

QUANTITY	PART #	DESCRIPTION	$ / EA	AMOUNT

CONTINUED: PAGE 2

*The schedule for SAF's Estimated Shipment date begins after SAF receives a completed release from you which shall include approved shop drawings, production drawings, field dimensions, approved color samples or any other information SAF needs from you to manufacture this order.
*I certify that the product I am ordering from SAF on my purchase order _____ is for an essential purpose under my local civil authority's guidelines. My firm can take delivery of it on approximately _____ (date).
We do not have a sales tax exemption form for OK.
Please send your exemption form if applicable.

QUOTE COMMENTS:
*Quotation is based on SAF Series M-2000 Reveal column covers. See attached details for more information.

*MATERIAL: .125" Class I Clear anodized aluminum 5005 alloy.

*This price does not include cutouts - not by SAF.

*Price excludes backer rods, sealant, steel studs, fasteners, shims, etc. Installation not by SAF.

*This quotation does not include any shop drawings, engineering, design, or structural calculations. Compliance with building codes is the responsibility of others and is beyond the scope of the undertaking of SAF.

*Products are packed in crates with approximate dimensions of 48" x 48" x 126". Crates may weigh up to 1200 lbs when fully packed. Claims for shortages must be made within 5 days of delivery.

*A more accurate estimate of the schedule will depend on SAF's backlog at the time of receipt of your written purchase order, complete dimensions and color.

*Any and all materials or services not specifically noted herein are expressly excluded from the scope of this proposal. If, for any reason, the scope listed herein does not match your expectations, please contact me for adjustment.

SOUTHERN ALUMINUM FINISHING CO INC

Metals Distribution, Finishing, and Fabricating

QUOTE NO	QUOTE DATE
194348	5/11/2020

SOLD TO

Southwest Drywall
Daniel Mendell
13919 N Harvey Ave
-
Edmond OK 73013-2431

sou73013 Ph: 405-463-7171 Fax:

SHIP TO

SAME
-

SALESPERSON	ESTIMATED SCHEDULE	SHIP VIA	TERMS
kjt	3-4 weeks	TBD	To be determined

QUANTITY	PART #	DESCRIPTION	$ / EA	AMOUNT

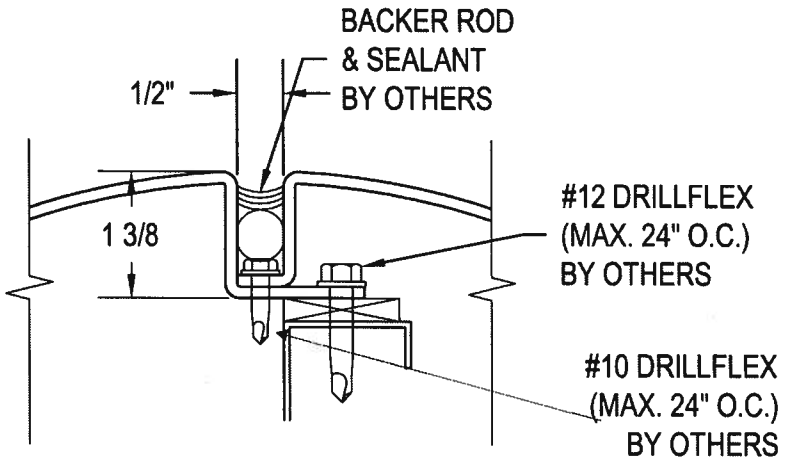
CONTINUED: PAGE 3

*This quotation is not based on a review for compliance with the Contract Document Specifications. The materials and finishes provided by SAF are solely as expressly ordered by you through the relevant and specific information provided to SAF and which information is incorporated by specific reference in this quotation. SAF disclaims any larger undertaking, such as, but not limited to, review of the Contract Document Specifications with regard to your order.

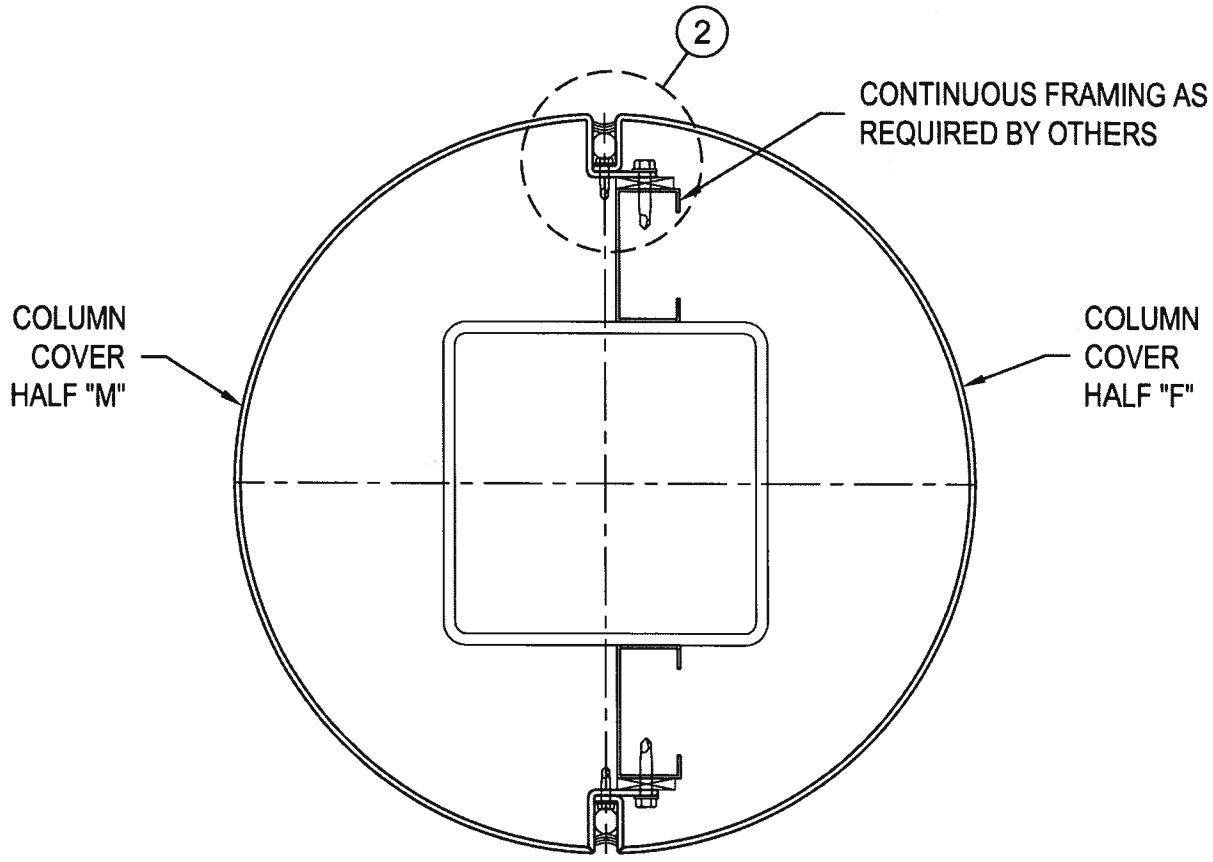
Thank you for the opportunity to quote.

Very truly yours,

Kelly J. Torline
770-942-1207 x 807
kjt@saf.com



2 VERTICAL JOINT DETAIL



1 COLUMN COVER SECTION

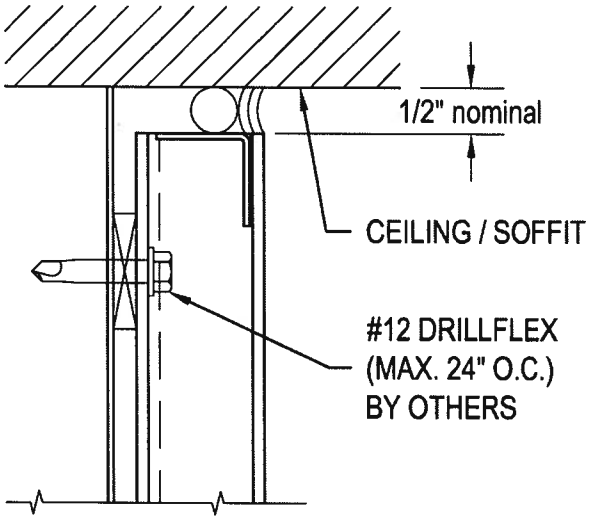
SERIES M-2000 (Reveal)

SAF Metal Fabrication
8370 HIGHWAY 78E www.saf.com PHONE: (770) 942-1207
VILLA RICA, GEORGIA 30180 FAX: (877) 949-4759

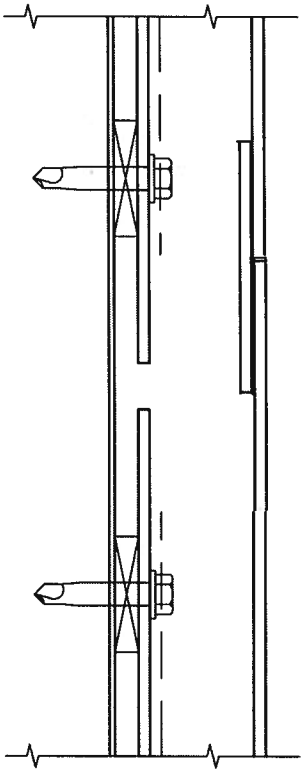
TYPICAL DETAILS

SCALE: NTS | REVISION: 11 JUN 10 | SAF Xpressions

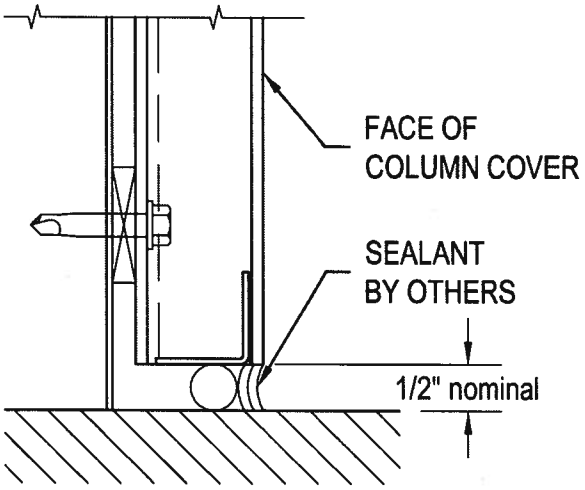
1



4 CEILING/SOFFIT DETAIL



SPLICE @
5 HORIZONTAL
JOINT DETAIL



3 BASE DETAIL

SERIES M-2000 (Reveal)

SAF Metal Fabrication
8370 HIGHWAY 78E www.saf.com PHONE: (770) 942-1207
VILLA RICA, GEORGIA 30180 FAX: (877) 949-4759

TYPICAL DETAILS

SCALE: NTS | REVISION: 11 JUN 10 | SAF Xpressions

2

PRICES, CONTRACT AND DELIVERY

Prices are subject to change without notice unless otherwise stated in writing. Stenographic or clerical errors are subject to correction. Any customs, sales use, excise or other transactional tax or charges imposed upon the sale, shipment or use of the materials shall be paid by the buyer. We will not be liable for nondelivery of goods or delay in the performance of orders or contracts or in the delivery shipment of goods, or for any damages suffered by buyer by reason of such nondelivery or delay when such nondelivery or delay is directly or indirectly caused by or in any manner arises from acts of God, casualties of wars, shortage of materials or suppliers or interruption or delay in the delivery thereof, plant breakdown or disability or interruptions for any cause whatsoever, strikes or other labor disturbances, delays or interruption in transportation facilities, requirements or regulations or policies of any government, or any other disabling causes or contingencies or any condition causing delays in our plant or otherwise affecting our production which is reasonably beyond our control. The materials are sold for delivery at buyer's expense. All prices are F.O.B. seller's factory.

PAYMENT-CANCELLATION

The term of payment are subject at all times to our approval and in case of doubt arising as to Customer's financial responsibility, production may be stopped, and shipments may be suspended or sent draft attached to negotiable or other bill of lading, until satisfactory assurance of Customer's responsibility is received. Invoices for material delivered under this order are payable only to our office in Atlanta, GA. If the invoice is not paid when due, the outstanding balance shall bear interest at the rate of 1.5% per month or the highest interest rate allowed by law from the date when due. If legal process is necessary to enforce this indebtedness then the customer agrees to pay all reasonable attorney's fees necessary to enforce the indebtedness. Orders placed with us cannot be cancelled or countermanded without our consent.

CUSTOMER'S METAL

We do not count Customer's metal until we begin processing the metal. We reserve the right to revise our acknowledgment if we do not receive all items listed, because quantity frequently governs the price.

WARRANTY

All goods sold hereunder are warranted to be free from defects in material and workmanship, and this express warranty is in lieu of and EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE. Defective material may be returned to us after inspection by our representative and upon receipt of definite shipping instructions for us. Goods returned will be replaced or repaired by us without charge, but we shall not be liable for loss, damage, or expense directly, or indirectly arising from the use of the material or from any other cause, our liability being expressly limited to the replacement or repair of defective material. Seller's liability shall not exceed the purchase price of the goods. All claims for shortage and damage shall be waived unless buyer notifies seller of the same within ten days after receipt of the materials to which the claim relates. In no event shall seller have any liability for any such claim unless seller verifies that shortages represent a difference between the quantity shipped and the quantity determined by an inspection by a representative. Every claim on account of defective material, workmanship, non-conformity, or for any other cause shall be deemed waived by Customer unless made in writing within sixty (60) days from the date of the receipt by the customer of goods to which such claim relates. If the Customer's metal fabrication is damaged in the finishing process our liability shall be limited to the repair of fabrication but in no case to exceed $0.50 per pound unless a higher valuation is declared by the customer on purchase order and agreed to by us. Such excess valuation shall be cause for adjustment of any quoted price which we may have made.

ENTIRE AGREEMENT-MODIFICATION-GOVERNING LAW

These conditions of sale and any other written contract executed by seller, under which this sale is made, constitute the full understanding of the parties and a complete and exclusive statement of the terms of the agreement. No modification or waiver of such agreement shall be of any force or effect unless made in writing and signed by an authorized officer of seller. Seller accepts buyer's order for material on the express condition that buyer assent to any different or additional terms contained herein. If seller does not receive buyer's assent and seller nevertheless delivers the material, such delivery constitutes seller's counter-offer to sell the material to buyer on these terms and conditions only. Acceptance of seller's counter-offer is limited to its terms and may be made by buyer in any reasonable manner, including execution of a packing list, or accepting, using or paying for the material. This contract shall be governed by and construed in accordance with the laws of Georgia.

EXCEPT AS SET FORTH IN THIS ENTIRE WARRANTY, SOUTHERN ALUMINUM FINISHING COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SAF BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND OR NATURE.

WAIVER

No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof. Our failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions of our acknowledgment of order.

Revised 01/05/06

Southern Plains Electric, Inc.

2006 NW Williams Drive
Lawton, OK 73507
580-355-2517
License # 19913

Change order Quote

May 13, 2020

To: Crossland
Attn: Josh

Southern Plains Electric, Inc. is pleased to price changing the single gang blank plates from plastic to stainless steel on Eisenhower Project.
If you have any questions, please call Dustin Self at 580-678-7467

Total: $400.00

Sincerely,

Dustin Self
VP

Altus Bulldog Shortgrass Classic Tournament
January 21-23, 2021

2020/2021 (contract for athletic contest
(make in duplicate)

We, Altus Public Schools, party of the first part and
Lawton High School Public Schools, party of the second part, do
this 10th (day) of June (month), 2020 (year), contract for games in
a Girls/Boys Basketball Tournament to be played as follows:

Altus Bulldog Shortgrass Classic Basketball Tournament
One game on **January 21, 2021 @TBA**
One game on **January 22, 2021 @TBA**
One game on **January 23, 2021 @TBA**

Both parties agree that the rules of the Oklahoma Secondary School Activities Association are a part of this contract and that the suspension or termination of membership in this association of either party shall render this contract null and void. Provided that this contract shall not be binding on either party unless a copy, properly signed, is returned to the party of the first part by **February 22, 2020.**

Upon signature of this contract, the party of the second part agrees to pay $250.00 per team to the party of the first part in the event of cancelation by the party of the second part.

Altus Public Schools
by:_____(supt.,Prin.,or A.D.)
(first party)

_____by:_____
(supt., Prin., or A.D.)
(second party)

Altus Bulldogs Athletics
400 N. Park Lane
Altus, OK 73521
(580) 481-2647

MCP # 80546

SUBSCRIPTION AGREEMENT

The Employer hereby subscribes to one or more of the following trusts and makes application for coverage issued by American Fidelity Assurance Company (the "Underwriter") based on the following:

- Higher Education Insurance Trust
- National Business Insurance Trust
- National Education Association Insurance Trust
- National Employers Insurance Trust (Group Life Insurance not available)
- National Public Employees Insurance Trust
- National Service Industry Insurance Trust
- National School Employees Insurance Trust
- U.S. Business Insurance Trust

We have reviewed the eligibility rules and understand and agree that:

1. All eligible Employees who enroll must comply with the participation requirements established by the Underwriter.
2. Coverage is not in force until: the Underwriter and Trustee have approved this agreement, individual applications have been approved by the Underwriter, and the first premium for the insurance provided under the plan is paid. Premiums are due each month thereafter based upon the Employer's mode of payment.
3. The Underwriter will issue a certificate of insurance on behalf of the Employer to each Employee participating in the plan.

Upon approval by the Underwriter, it is requested that the agreement become effective at 12:01 AM Standard Time on the Master Contract Participant (Employer) Group Effective Date indicated below. It is agreed that the coverage of an eligible person will not take effect until the first premium has been paid on the applicant's behalf.

ERISA Acknowledgment: The Employer named below acknowledges that the Employee Retirement Income Security Act of 1974 (ERISA), as amended or other laws, if applicable, may require that certain Employers be responsible for certain duties or obligations with respect to the Employer or Employer's Employees and dependents under any certificate under such group policy or policies subject to this law.

Dated at _____ (City, State), the _____ day of _____, 20 20

Lawton Public Schools
Name of Master Contract Participant (Employer)

Signature (Must be signed by a person authorized to make a legally binding decision for the Employer)

753 NW Ft. Sill Blvd.
Address

Lawton, OK 73507
City, State and Zip Code

Printed Signature

HI – 7/1/2019 / CI – 9/1/2017
Master Contract Participant (Employer) Effective Date

Title

Only one Subscription Agreement is necessary for Common Ownership Groups. Please list groups in common ownership – attach another page, if necessary.
Common Ownership Groups are controlled groups defined by the IRS as a parent-subsidiary group, brother-sister controlled group, combined group or a life insurance controlled group. Please list all businesses under Common Ownership to be covered under this Agreement.

1. _____
2. _____
3. _____
4. _____

M2963

ARROW SIGN COMPANY

1344 S.E. First Street • Lawton, OK 73501 • Phone 580-353-2227 • Fax 580-353-2228

www.arrowsign.com

DATE 6/1/2020
PROPOSAL 041420-2V

LOCATION	Lawton High School	INVOICE TO	
STREET	601 NW Ferris Ave	STREET	
CITY / STATE	Lawton, OK 73505	CITY / STATE	
CONTACT	David Stanley	CONTACT	
PHONE / FAX		PHONE / FAX	
EMAIL	Dstanley@lawtonps.org	EMAIL	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- Routed 3mm panels per sketch (with sides facing west towards parking lot)	960.00
- Paint	920.00
- Labor – clean, paint, install panels	600.00
Sub-Total	2,480.00
(9.00% Lawton) Tax	00.00
Total	2,480.00

Unless otherwise stated, Arrow Sign Company, Inc. is not responsible for primary electrical service to sign or final hook-up.

UNDERGROUND UTILITIES AND STRUCTURES

State law requires us to call an 800# whenever we excavate. This service only applies to major utility company main line equipment and will not locate many of the things that may be buried on your property. We are only able to make a surface visual check for things that are commonly found on a typical property without charging for the time and services to do so. It can be a very expensive undertaking. We have found a shared responsibility in this area is the reasonable way to proceed. The owner assumes responsibility for informing the contractor of all underground pipes, conduits, cables, wires, tanks, drainage systems and structures, and agrees to hold the contractor harmless in the event of loss or liability incurred, as well as any expense resulting from incorrect or incomplete information provided to the contractor.

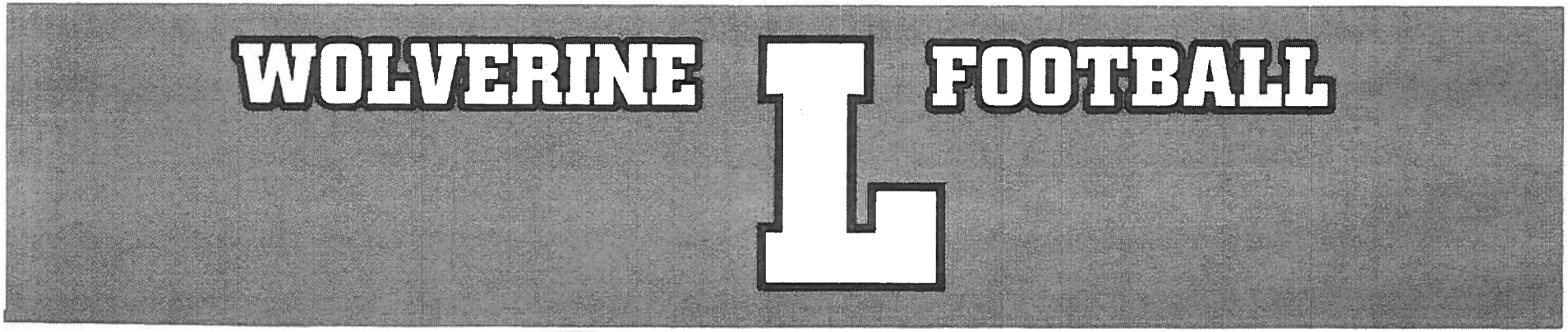
***Required* down payment is one half of total cost, with balance due upon completion of work ..... One Half**
Balance 2,480.00

The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I/We understand and agree that any credit granted shall be paid promptly in accordance with terms and agreements. I/We understand the credit grantor may add one and one half percent (1 ½%) per month to any balance owed, and in the event of default, I/we will be responsible to pay reasonable collection charges and/or attorney fees.

ACCEPTED _____ **DATE** _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance. All materials and workmanship guaranteed for 24 months against defects.

Authorized Signature _____
Terry Shaw


WOLVERINE
L
FOOTBALL

C. E. Wade, Jr.
Attorney at Law
511 SW "C" Avenue, Lawton, OK 73501-4307
Telephone 580-357-7700 ~ Fax 580-355-8500
chuck@wadelawyer.com

June 23, 2020

Kevin Hime
Superintendent
Lawton Public Schools
753 NW Fort Sill Blvd.

Re: Unemployment Claims

Dear Mr. Hime,

This letter is to confirm that I will continue to respond to all unemployment claims, represent Lawton Public Schools in all unemployment hearings and other unemployment matters for a fee of $1650.00 per month effective July 1, 2020.

Very Truly Yours,

C. E. Wade, Jr.

AGREEMENT

This Agreement is entered into this _____day of _____, 2020, by and between the City of Lawton, Oklahoma, a municipal corporation (City) and the Board of Education of Independent School District No. 8, Comanche County, Oklahoma (Board).

Whereas, the City has facilities which the Board desires to use at times in promoting and advancing the educational activities and pursuits of the Board, and the Board has facilities which the City desires to use at times in pursuit of the City's public purpose functions; and,

Whereas, the Board recognizes that the City has provided and can continue to provide valuable assistance and services to the Board which cannot be realistically reduced to a dollar value, such as conducting fire prevention education for students of the Lawton Public School system and providing for the installation, operation and maintenance of traffic control devices and system for the Lawton Public School, among others; and,

Whereas, the City recognizes that the Board has provided and can continue to provide valuable assistance and services to the City which cannot be realistically reduced to a dollar value, such as the use of the Board's school facilities in promoting the City's youth sports programs, the use of wrestling gymnasiums for police training, and the use of school buildings for training drug dogs; and,

Whereas, the City and the Board desire that they mutually share their respective facilities for the benefit of each other and the citizens of Lawton.

Now, therefore, in consideration of the mutual covenants, conditions, and agreements contained herein, the City and Board agree as follows:

1. LAWTON PUBLIC SCHOOL FACILITIES

The Board agrees to permit the City to use the following Board facilities under the conditions specified. The City may schedule basketball practices, basketball games, and volleyball games in the gymnasiums listed below without charge under the conditions set forth. This agreement does not include booster club basketball tournaments that will be scheduled separately by the Board.

A. GYMNASIUMS

Elementary School Practice Gyms		Game Gyms	
Almor West	Pat Henry	CMS Main Gym	EHS Main Gym
Carriage Hills	Pioneer Park	EMS Main Gym	LHS Main Gym
Crosby Park	Sullivan Village	MMS Main Gym	MHS Main Gym
Eisenhower	Washington	TMS Main Gym	
Hugh Bish	Woodland Hills		

Conditions:

1. A representative from the City will complete a "Request for the Use of School Property" form showing the dates and times the gymnasium will be used and submit it to the principal of the school being used.

2. The City will be responsible for the scheduling of games and practice times for City teams.

3. The City will hire an off-duty Board (school) custodian to act as the gymnasium supervisor at a rate of pay mutually agreed upon by and between the custodian and the City's designated representative. The custodian must be off-duty from School District responsibilities and cannot be paid by both the School District and the City for the same clock time. Double payment is prohibited.

4. The City will be responsible for the replacement of any property or the repair of any damage to the Board's property that occurs during the course of a City sponsored event.

5. Concession rights at all school facilities are reserved for the Board. The School is responsible for all concession activities including any damages resulting therefrom.

6. Prior to the beginning of each sports season, a representative of the City and designated Board official will review with all participating coaches and booster club representatives the following rules:

    a. Coaches will be present to supervise whenever players are in the gymnasiums;

    b. The conduct of players will be the responsibility of each coach;

    c. Coaches and players must wear rubber-soled shoes;

    d. No tobacco products, alcohol beverages or controlled dangerous substances are permitted on school property;

    e. Food and beverages will not be permitted in gymnasiums. Food and beverages sold as provided in Item #5 above will be consumed in specified areas other than the gymnasium area;

    f. Family members who accompany their children to gymnasiums must seat themselves in the area designated for spectators. Children who accompany parents are the responsibility of the parent and must be supervised so a safe environment is maintained at all times;

    g. Parents, visitors and any other person interfering with teams, coaches, and/or practice will be asked by the gymnasium supervisor to leave;

    h. Booster club members who are not parents are discouraged from accompanying teams to practice; and,

    i. Coaches and players should arrive no earlier than ten minutes prior to scheduled practice time.

7. Changes in practice times or schedules are the responsibility of the City.

8. The gymnasium floor area must be swept prior to practice or game, between each practice or game, and following the last practice or game. Cleanup of the entire gymnasium area and restrooms is the responsibility of the gymnasium supervisor.

9. Any complaints, concerns or questions concerning scheduling of the gymnasium for City practices or games during the sports season must be directed to the City.

10. Only the person designated as gymnasium supervisor will have keys to the gymnasium.

11. Coaches, players and spectators will only be allowed in the gymnasium area. All other areas of the school are off limits.

12. Violation of the above rules and/or procedures could warrant discontinued use of the gymnasiums.

B. LAWTON HIGH AND EISENHOWER HIGH SCHOOL TRACKS

The City will schedule track meets at Lawton High School and Eisenhower High School tracks without charge under the conditions set forth.

Conditions:

1. A representative from the City will complete a "Request for the Use of School Property" form showing the date and time of the track meets. This form will be submitted to the principals of Lawton High School and Eisenhower High School.

2. No glass containers will be allowed inside the fenced area.

3. The City is responsible for the cleanup of the entire track area after each event is completed. All paper and plastic products are to be picked up and deposited into trash containers. Any equipment that has been moved will be returned to its original location.

4. Other than emergency vehicles picking up injured participants, no vehicles will be allowed on the track, playing field, sideline or end-zone areas.

5. The City will be responsible for the replacement or repair of any of the Board's property which is damaged during the course of the event.

C. BASEBALL FIELDS

The City will be allowed to use the Board's baseball fields for teenage baseball play under the terms and conditions of the Baseball Field Lease Agreement (dated May 25, 2010) and any subsequent amendment thereto.

2. CITY OF LAWTON FACILITIES

The City agrees to permit the Board use of the following City facilities under the conditions specified:

A. MCMAHON COMPLEX

The Board may use McMahon Complex for girls' softball games and cross-country meets when they do not conflict with scheduled City activities under the following conditions:

Conditions:

1. The Board, through its Athletic Director, will submit an Assembly Permit Application to the Parks and Recreation Department Director for field use at least thirty (30) days prior to the event.

2. The Board will be responsible for the replacement of any property or the repair of any damage to the City's property that occurs during the course of a Board event.

3. Concessions will only be provided through the City's concessionaires.

4. The City will prepare the facility to include dragging, lining, base and pitching rubber placement and opening of rest rooms at a charge of twenty dollars for each field where no other City activities are scheduled.

5. No glass containers will be allowed inside the fence of the facility.

6. Use of tobacco products, alcohol, and controlled dangerous substances is prohibited in or on parks, building, and/or real property owned or operated by the City.

B. GRANDVIEW SPORTS COMPLEX

Use is outlined in an agreement between the Board and the City (titled Agreement for Construction and Joint Use of Recreation Complex, dated February 25, 1992 and the First Amendment to said agreement, dated April 9, 1999) and any subsequent amendments thereto. Both parties have jurisdiction as outlined in the agreement.

3. OTHER CITY FACILITIES

A. OWENS MULTIPURPOSE CENTER AND CARNEGIE LIBRARY / OLD TOWN HALL

The Board may use Owens Multipurpose Center and Carnegie Library / Old Town Hall as needed under the following conditions:

Conditions:

1. A representative of the Board will complete the building use agreement showing dates, time, room needed, etc., for the event as least fourteen days prior to use.

2. The Board representatives will be responsible for all set up.

3. The Board representative will restore the room to its original condition and status when the event is over.

4. All trash and debris must be picked up and placed in proper disposal containers after each event.

5. The Board is responsible for any damages to the facility and equipment as a result of its event.

6. Use of tobacco products, alcohol, and controlled dangerous substances is prohibited in or on parks, building, and/or real property owned or operated by the City.

B. PARKS AND PLAYGOUNDS

Alan-a-Dale Park
Crosby Park
Fred Bentley Park
Francis Curb Park
Eastside Park
O.H. Arnold Park
Woodland Hills Park
Elmer Thomas Park
Liberty Lake Park

The Board will submit an Assembly Permit Application to the Parks and Recreation Department Director for park use at least thirty (30) days prior to event. If approved all conditions must be followed:

Conditions:

1. No glass containers in the parks.

2. The Board is responsible for cleanup of the area after each use. All paper and plastic products are to be picked up and deposited into trash containers.

3. The Board will be responsible for the replacement or repair of any City property that is damaged during the course of use by the Board.

4. The City will maintain and keep the playground equipment in good repair.

5. The Board has permission to park vehicles in the parking lots of these parks during the Board's use of facilities.

6. Use of tobacco products, alcohol, and controlled dangerous substances is prohibited in or on parks, building, and/or real property owned or operated by the City.

C. 38TH STREET TENNIS COURTS (GREER PARK)

The Board has permission to utilize these tennis courts for the operation of their Junior High tennis program during the months of February, March, and April, Monday through Friday from 3:00 p.m. to 6:00 p.m. An Assembly Permit Application must be submitted to the Parks & Recreation Department Director as least thirty (30) days prior to requested time. Use of tobacco products is prohibited in or on parks, buildings, and/or real property owned or operated by the City.

D. CITY LANDFILL

Conditions:

1. Waste material delivered to the City Landfill must be acceptable to the Landfill under City policies and Oklahoma Department of Environmental Quality rules applicable to the City Landfill (e.g. non-hazardous waste, ne free water, etc.).

2. Waste material must originate from the activities of the maintenance Division of the Lawton Public Schools (LPS) and must be hauled by its vehicles to the Landfill during normal hours of operation. This agreement does not apply to the waste material hauled to the Landfill by waste material contractors or other contractors. Should the scope of services supplied by the LPS Maintenance Division change substantially, this agreement will be reviewed and modified, if appropriate.

4. HOLD HARMLESS

The Board and the City mutually agree to hold each other, and their respective officials, employees, departments, agents, and servants harmless from any and all actions, causes of actions, claims and demands of any character, name, or description brought on account of or in any way arising out of any act(s) or omission(s) while any or each of them are participating or preparing to participate in the aforementioned agreement.

5. TERM AND TERMINATION

Subject to funding availability beyond the current fiscal year, this Agreement shall be for a five (5) year period beginning July 1, 2020 and shall be automatically renewed unless notice of termination is sent as follows:

This Agreement may be terminated by either party giving written notice to the other party at least ninety (90) days prior to such termination.

6. CANCELLATIONS

The Board or the City may cancel the use of their respective facilities for any previously scheduled event. Such cancellation, however, will not be made except when unforeseen emergencies arise, and then with as much advance notice as possible from one party to the other.

7. AMENDMENT

This Agreement may be amended in writing with the mutual consent of both parties.

8. PRIOR AGREEMENTS/INTENT OF PARTIES:

The parties entered into an agreement dated July 21, 1999 regarding many of the above-listed matters. Said agreement was subsequently amended on September 25, 2001, to add language regarding the City Landfill.

It is the specific intent of both parties that this agreement supersedes and replaces both the original agreement (dated July 21, 1999) and the subsequent amendment (dated September 25, 2001).

9. POINTS OF CONTACT

The points of contact for the Board and the City are:

Athletic Director
PO Box 1009
Lawton, OK 73507

Parks and Recreation Director
1405 SW 11th Street
Lawton, OK 73501

In witness whereof, the parties have hereunto set their hands and seal the year and date first above written.

BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

BY: _____
PRESIDENT

ATTEST:

_____
SECRETARY

Approved as to form and legality on behalf of the Board of Education of Independent School District No. 9, Comanche County, Oklahoma this _____ day of _____, 2020.

BY: _____
Board Legal Counsel

THE CITY OF LAWTON,
OKLAHOMA
a Municipal Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

_____
TRACI HUSHBECK, CITY CLERK

Approved as to form and legality on behalf of the City of Lawton, Oklahoma, a municipal corporation this _____ day of _____, 2020.

_____
CITY ATTORNEY

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 Lawton Public Schools having its principal place of business at Lawton School District ("**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 Lawton Independent 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, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined term "Schools" is 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) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

2. Term.

Beverage Provider shall have the rights provided herein for a term of three (3) years, beginning January 1, 2020 ("Term"), unless mutually extended by written Agreement of the parties or unless sooner terminated as provided herein. After the end of the first full Agreement Year of the Term, District shall have the right to terminate this Agreement, for any reason, by giving Beverage Provider written notice sixty (60) days prior to the anniversary date of this Agreement each year of the Term. Additionally, effective at the end of each full Agreement Year, either party shall have the right to terminate this Agreement, with or without cause, by giving the other party sixty (60) days advance written notice. In the event of such early termination, the provisions of Section 11 below regarding repayment shall apply.

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 an aggregate of Fifteen Thousand Dollars ($15,000) for the entire Term (the **"Sponsorship Funding"**). The Sponsorship Funding will be in equal annual installments of Five Thousand Dollars ($5,000). The first installment will be paid within sixty (60) days of the date that this Agreement is fully executed and subsequent payments shall be due on the anniversary date. The Sponsorship Funding shall be deemed earned evenly on a monthly basis over the Agreement Year in which they are paid.

(b) Beverage Provider will pay District the rebates for each standard physical case of the selected Products identified below which are purchased and paid for by District for sale at the Campus once during the Initial Term ("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.

Product Description	Rebate
20oz Sparkling Soft Drink Bottles	$2.00
20oz Minute Maid Refreshment	$2.00
20oz Dasani	$2.00
20oz Powerade	$2.00

(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 Description	Vending Rate	Commission Rate
12oz Sparkling Soft Drink Can	$1.00	15%
20oz Sparkling Soft Drink Bottle	$1.75	15%
20oz Fuze Refresh	$1.75	15%
20oz Powerade	$2.00	15%
20oz Dasani	$1.75	15%
20oz Vitamin Water	$2.00	15%

Beverage Provider may at any time decrease commissions by more than that percentage in the event of a substantial increase of a material component of Beverage Provider's cost of goods, manufacture or delivery. Beverage Provider shall notify District thirty (30) days in advance prior to the date any such substantial commission decrease takes effect. The annual commission decrease shall occur automatically.

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 set forth above shall be in effect for Agreement Year One. There will be a twenty-five cent ($.25) increase to the vend prices in Agreement Year Two. In addition, Beverage Provider may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods, or to implement cash discounts. Commissions will be paid in arrears, on or about the 20th of each month with an accounting of all sales and monies.

(d) Powerade Equipment In each Agreement Year, Beverage Provider shall provide District with athletic equipment, which may include but not limited to, coolers, squeeze bottles and towels. The approximate annual retail value of athletic equipment will not exceed Three Thousand Dollars ($3,000) in retail value for each Agreement Year, as determined in good faith by Beverage Provider.

(e) Complimentary Product. Each Agreement Year during the Term, Beverage Provider shall provide District, upon District's request, with one hundred (100) standard physical cases of Product of Beverage Provider's choosing. In the event District does not request all complimentary Product by the end of each Agreement Year, 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 subject to the Permitted Exception in Section 7:

(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 current federal and state regulations permit 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) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all Schools, if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place a minimum of six (6) Beverage vending machines, one (1) soda fountain dispensing machine, and four (4) coolers in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) Permit Beverage Provider to place vending machines in all athletic facilities operated by the District;

(vi) 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 selected by Beverage Provider at the Schools and athletic facilities, including but not limited to advertising panels located on the Scoreboard. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance 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. District shall maintain the Scoreboard, all signs and other promotional materials for Products in good order and repair. 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. Subject to the Permitted Exception in Section 7, 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, and/or Teams 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, and/or Teams.

7. Permitted Exceptions. District shall have the right to make available for sale on the Campus fresh made hot cocoa/chocolate which shall be defined as a beverage prepared from powdered, ground, or shaved cocoa or any form of chocolate combined with fresh milk and/or sugar prepared on-site and served hot or cold for immediate consumption, as long as Beverage Provider does not distribute a similar Product. District agrees that this provision shall not be read to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards and on dispensing equipment.

8. Pricing. During Agreement Year one, Beverage Provider agrees to offer District trade letter pricing as set forth in **Exhibit A**. Such prices shall remain in effect until December 31, 2020. Thereafter, such prices will be subject to an annual increase of no more than five percent (5%) for postmix syrup Product and four percent (4%) for bottle and can Product 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 January 1st.

9. 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.

10. 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 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.

11. Repayment of Funding. In the event of termination during the Term for any reason, District agrees to repay Beverage Provider pursuant to the terms of **Exhibit B** and not to claim that any of the amounts in **Exhibit B** constitute a penalty and to pay a pro rata refund of the 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 the Term, the District will pay any costs of court, attorneys' fees or related expenses incurred by Beverage Provider 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 12(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 12(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) Upon termination of this Agreement for any reason, except as set forth in Section 12(a), District shall pay to Beverage Provider the repayment terms set forth in **Exhibit B** and a pro rata refund of the costs of refurbishing and installing the Equipment.

(d) 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.

(e) 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 ninety percent (90%) 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 exercise the right of termination described in Section 11(b) above.

(f) 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.

13. 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 N. 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:

Lawton Independent School District
753 N.W. Fort Sill Blvd
Lawton, Oklahoma 73507
Attention: Superintendent

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, 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 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.

© 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 Texas.

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:	**District:**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

We have prepared a quote for you

Lawton PS- New Eisenhower Middle School
Design/Build Access Control & Video Security
State Contract Pricing- SW-1048D

Quote # 000714
Version 1

Prepared for:

Lawton Public Schools

Dieter Wolf
dieter.wolf@lawtonps.org

2603 North Shields Blvd
Moore, OK 73160
www.digiss.com
(405)531-0073

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Avigilon ACC6 Software

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
ACC 6 Enterprise license for up to 8 camera channels	$2,290.00	$687.00	$1,603.00	1	$1,603.00
ACC 6 Enterprise license for up to 48 camera channels	$13,345.00	$4,003.50	$9,341.50	1	$9,341.50
				Subtotal:	**$10,944.50**

Avigilon H4 Multisensors

Product Details		Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
15C-H4A-3MH-180	**3x 5 MP, WDR, LightCatcher" M, 4mm, Camera Only**	$1,800.00	$540.00	$1,260.00	3	$3,780.00
20C-H4A-4MH-360	**4x 5 MP, WDR, LightCatcher" M, 2.8mm, Camera Only**	$2,100.00	$630.00	$1,470.00	5	$7,350.00
24C-H4A-3MH-180	**3x 8 MP, WDR, LightCatcher"*, 5.2 mm, Camera Only**	$2,100.00	$630.00	$1,470.00	3	$4,410.00
24C-H4A-3MH-270	**3x 8 MP, WDR, LightCatcher"*, 4mm, Camera Only**	$2,100.00	$630.00	$1,470.00	8	$11,760.00
32C-H4A-4MH-360	**4x 8 MP, WDR, LightCatcher"*, 4mm, Camera Only**	$2,400.00	$720.00	$1,680.00	2	$3,360.00
H4AMH-AD-PEND1	**Outdoor pendant mount adapter, must order one of IRPTZ—MNT—WALL1 orIRPTZ—MNT—NPTA1 and one of H4AMH—DO—COVR1 or H4AMH—DO—COVR1—SMOKE.**	$160.00	$48.00	$112.00	11	$1,232.00
H4AMH-AD-DOME1	**Outdoor surface mount adapter, must order either a H4AMH—DO—COVR1 orH4AMH—DO—COVR1—SMOKE.**	$160.00	$48.00	$112.00	2	$224.00
H4AMH-AD-CEIL1	**In—ceiling adapter, must order either a H4AMH—DC—COVR1 or H4AMH—DC—COVR1 SMOKE.**	$150.00	$45.00	$105.00	8	$840.00

2603 North Shields Blvd
Moore, OK 73160
www.digiss.com
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Avigilon H4 Multisensors

Product Details		Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
H4AMH-DO-COVR1	**Dome bubble and cover, for outdoor surface mount or pendant mount, clear.**	$160.00	$48.00	$112.00	13	$1,456.00
H4AMH-DC-COVR1	**Dome bubble and cover, for in ceiling mount, clear.**	$70.00	$21.00	$49.00	8	$392.00
H4AMH-AD-IRIL1	**Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH DO COVR1**	$330.00	$99.00	$231.00	11	$2,541.00
IRPTZ-MNT-WALL1	**Mount, Pend wall, IR PTZ**	$95.00	$28.50	$66.50	11	$731.50
H4-MT-CRNR1	**Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F and H4 PTZ cameras.**	$90.00	$27.00	$63.00	11	$693.00
POE-INJ2-60W-NA	**Single port Gigabit PoE++ 60W, North American power cord included.**	$150.00	$45.00	$105.00	11	$1,155.00
H4-DC-CPNL1	**Metal ceiling panel for use with H4A-DC or H4SL-MT-DCIL1 in-ceiling dome cameras to replace or reinforce the existing ceiling tile in suspended ceiling installations.**	$95.00	$28.50	$66.50	8	$532.00
					Subtotal:	**$40,456.50**

Avigilon H4A Dome Cameras

Product Details		Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
3.0C-H4A-D1	**3.0 Megapixel WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.3 P-iris lens, Self-Learning Video Analytics**	$835.00	$250.50	$584.50	28	$16,366.00
12.0-H4F-DO1-IR	**12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR**	$1,080.00	$324.00	$756.00	1	$756.00
					Subtotal:	**$17,122.00**

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Moore, OK 73160
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Avigilon Entry Intercom

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
Avigilon Video Door Station	$1,150.00	$345.00	$805.00	3	$2,415.00
Surface mount adapter for H4 Video Intercom	$225.00	$67.50	$157.50	3	$472.50
Safety Relay for H4 Video Intercom	$120.00	$36.00	$84.00	3	$252.00
				Subtotal:	**$3,139.50**

Avigilon ACM Servers/Licensing

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
This Part Number is REQUIRED for all systems using Mercury Field hardware controllers, and must specify the total amount of Reader/Doors that will be installed for use with Mercury controllers only. The total quantities must match the overall system size.	$0.00	$0.00	$0.00	32	$0.00
16 Reader Count Software License	$833.00	$249.90	$583.10	2	$1,166.20
Badging Application Software License (one per Appliance)	$833.00	$249.90	$583.10	1	$583.10
				Subtotal:	**$1,749.30**

Avigilon ACM Control Panels

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
ACM Head End - 8 Door - Network - Mercury	**$3,670.38**	**$1,101.10**	**$2,569.28**	**2**	**$5,138.56**
Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks f		$210.00			
Reader Interface Module - (1 reader: mag or wiegand, 2 inputs, 2 relays)(Mercury Part Number: MR50)		$97.50			

2603 North Shields Blvd
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Avigilon ACM Control Panels

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays)(Mercury Part Number: MR52)		$189.90			
Controller, Single Door, 16MB RAM, w/PoE, 2In/2Out/2Rdr (Mercury Part Number: EP1501)		$178.50			
Power Cord - 9' - 3 Prong w/Ground		$7.50			
Panel Battery - 12v7ah		$4.99			
Cabling - Category 6 - Network - Plenum		$13.20			
Finger Duct, 4x4", 6Ft. Light Grey		$16.04			
Cover for F4X4LG6 wire management.		$3.67			
ACM Head End - 16 Door - Network - Mercury	**$6,847.38**	**$2,054.20**	**$4,793.18**	**2**	**$9,586.36**
Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Inc		$333.00			
2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays)(Mercury Part Number: MR52)		$189.90			
Controller, 16MB RAM, Ethernet, 8In/4Out/2Rdr (Mercury Part Number: EP1502)		$346.50			
Power Cord - 9' - 3 Prong w/Ground		$7.50			
Panel Battery - 12v7ah		$4.99			
Cabling - Category 6 - Network - Plenum		$13.20			
Finger Duct, 4x4", 6Ft. Light Grey		$16.04			
Cover for F4X4LG6 wire management.		$3.67			
16 Zone Input Monitor Module (with 2 relays) (Mercury Part Number: MR16in)	$717.00	$215.10	$501.90	2	$1,003.80
				Subtotal:	**$15,728.72**

2603 North Shields Blvd
Moore, OK 73160
www.digiss.com
(405)531-0073

DIGI

Access Control Hardware

Description	Qty
T.REX REQ TO EX DETCTR WHT	19
RP40 MULTICLASS RDR,STD,SE REV E,PRX,WIEG,PIG,BLK	19
Door Position Switch - Field Verify Model	41
6AMP 12/24VDC PS W/ACM8 8 OTPT	4

Subtotal: **$8,579.17**

Cabling

Description	Qty
Cabling - Category 6 - Network - Plenum RED CABLE	104
Cabling - Access Control - Plenum	38
Cabling - 18/4 - Plenum	41

Subtotal: **$15,241.44**

Networking Hardware

Description		Qty
61110-RR6	**CAT 6 JACK RED**	60
6D460-03R	**PCRD C6 UTP 3' RD**	60
49255-H24	**24 Port Patch Panel - Quickport - High Density**	4

Subtotal: **$1,582.76**

Special Materials

Description		Qty
DSS-PRO-MAT	**Digi Professional Installation Materials**	1

Subtotal: **$2,250.00**

2603 North Shields Blvd
Moore, OK 73160
www.digiss.com
(405)531-0073

DIGI

Project Services

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
Digi Professional Installation Labor - Cabling/Infrastructure/Device Installation/Programming/Testing	$110.00	$33.00	$77.00	761	$58,597.00
Digi Provided Lift	$1,000.00	$166.67	$833.33	4	$3,333.32
				Subtotal:	**$61,930.32**

Project Management/Planning

Description	Qty
Digi Project Management Services	**1**
Digi Professional System Design Services - Drawings - System Engineering	**1**
Subtotal:	**$440.00**

Services

Description	Qty
Lawton PS Avigilon **Change Order #1** Rollout	1
Subtotal:	**$9,013.50**

2603 North Shields Blvd.
Moore, OK 73160
www.digiss.com
(405)531-0073

DIGI

Lawton PS- New Eisenhower Middle School Design/Build Access Control & Video Security State Contract Pricing- SW-1048D

Prepared by:

Digi Security Systems - Oklahoma City

Matt Jones
918-824-0296
Mattj@digiss.com

Prepared for:

Lawton Public Schools

753 Fort Sill Blvd
Lawton, OK 73507
Dieter Wolf
(580) 357-6900
dieter.wolf@lawtonps.org

Quote Information:

Quote #: 000714

Version: 1
Delivery Date: 04/10/2019
Expiration Date: 06/09/2019

Quote Summary

Description	Amount
Avigilon ACC6 Software	$10,944.50
Avigilon H4 Multisensors	$40,456.50
Avigilon H4A Dome Cameras	$17,122.00
Avigilon Entry Intercom	$3,139.50
Avigilon ACM Servers/Licensing	$1,749.30
Avigilon ACM Control Panels	$15,728.72
Access Control Hardware	$8,579.17
Cabling	$15,241.44
Networking Hardware	$1,582.76
Special Materials	$2,250.00
Project Services	$61,930.32
Project Management/Planning	$440.00
Services	$9,013.50
Subtotal:	**$188,177.71**
Shipping:	**$2,240.00**
Total:	**$190,417.71**

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. This proposal is valid for 30 days. Conduit, back boxes and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. Any and all painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal.

We have prepared a quote for you

Lawton PS 192TB Avigilon Server-State Contract Pricing SW-1048D

Quote # 001629
Version 2

Prepared for:

Lawton Public Schools

Dieter Wolf
dieter.wolf@lawtonps.org

2603 North Shields Blvd.
Moore, OK 73160
www.digiss.com
(405)531-0073

DIGI
SECURITY SYSTEMS

Avigilon ACC Servers

Description	Qty
HD NVR4 PRM 192TB 2U Rack Mnt, Windows Server 2016	1

Subtotal: **$50,050.00**

Special Materials

Product Details	
DSS-PRO-MAT	**Digi Professional Installation Materials**

2603 North Shields Blvd.
Moore, OK 73160
www.digiss.com
(405)531-0073

Lawton PS 192TB Avigilon Server-State Contract Pricing SW-1048D

Prepared by:

Digi Security Systems - Oklahoma City

Matt Jones
918-824-0296
Mattj@digiss.com

Prepared for:

Lawton Public Schools

753 Fort Sill Blvd
Lawton, OK 73507
Dieter Wolf
(580) 357-6900
dieter.wolf@lawtonps.org

Quote Information:

Quote #: 001629

Version: 2
Delivery Date: 09/06/2019
Expiration Date: 12/04/2019

Quote Summary

Description	Amount
Avigilon ACC Servers	$50,050.00
Subtotal:	**$50,050.00**
Shipping:	**$520.00**
Total:	**$50,570.00**

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. This proposal is valid for 30 days. Conduit, back boxes and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. Any and all painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal.

Digi Security Systems - Oklahoma City

Signature: _____

Name: Matt Jones

Title: Enterprise Account Manager

Date: 09/06/2019

Lawton Public Schools

Signature: _____

Name: Dieter Wolf

Date: _____

DocuSign

DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Jul 3, 2020
Prepared By: Alan Kidwell
Quote Number: Q-00454537

ORDER FORM

Address Information

Bill To:
Lawton Public School District - Federal Programs
753 Nw Fort Sill Blvd,
Lawton, OK, 73507
United States

Billing Contact Name:
Lori Newell
Billing Email Address:
lnewell@lawtonps.org
Billing Phone:
580-357-6900

Ship To:
Lawton Public School District - Federal Programs
753 Nw Fort Sill Blvd,
Lawton, OK, 73507
United States

Shipping Contact Name:
Lori Newell
Shipping Email Address:
lnewell@lawtonps.org
Shipping Phone:
580-357-6900

Order Details

Order Start Date: Jul 1, 2020
Order End Date: Jun 30, 2021
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	Jul 1, 2020	Jun 30, 2021	1,000	$3,840.00
Premier Support	Jul 1, 2020	Jun 30, 2021	1	$576.00

Grand Total: $4,416.00

Product Details

eSignature Envelope Allowance: 1,000

Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): $5.80

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: https://www.docusign.com/company/terms-and-conditions/msa and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?
Please select Yes or No:
If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: $

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer	**DocuSign, Inc.**
Signature:	Signature:
Name:	Name:
Job Title:	Job Title:
Date:	Date:

Duncan Southern Oklahoma Invitational Basketball Tournament December 10-11-12, 2020

CONTRACT FOR ATHLETIC CONTESTS

(Make in Duplicate)

We, **Duncan High School**, party of the first part and **Lawton High School**, party of the second part, do this **9th** day of **June**, ***2020***,contract for games in a **X** GIRLS / BOYS__BASKETBALL TOURNAMENT___to be played as follows:

Duncan's SOI Basketball Tournament

One game on December 10th, 2018 @ TBA

One game on December 11th, 2018 @ TBA

One game on December 12th, 2018 @ TBA

Both parties agree that the rules of the Oklahoma Secondary School Activities Association are a part of this contract and that the suspension or termination of membership in this association of either party shall render this contract null and void. Provided that this contract shall not be binding on either party unless a copy, properly signed, is returned to the party of the first part by **June 9th, 2020**.

Upon signature of this contract, the party of the second part, the party of the second part agrees to pay **$495** to the party of the first part, in the event of cancellation by the party of the second part.

DUNCAN High School By:_____(Supt., Prin., or A.D.)
Party of the First Part

Lawton High School By:_____(Supt., Prin., or A.D.)
Party of the Second Part

DUNCAN DEMON ATHLETICS
515 North 19th
Duncan, OK 73533(580) 255-4366
Fax: 580-252-2461

edmentum™

Date:	6/9/2020
Order Number:	Q-257213
Revision:	3
Order Form Expiration Date:	9/30/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 232671
Customer Name: Lawton Public Schools
Billing Address: PO Box 1009
Lawton, OK 73502-1009

Products and Services

Carriage Hills Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	172	7/1/2020	6/30/2021	12
			Carriage Hills Elem School Subtotal:	$2,485.40

Eisenhower Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	119	7/1/2020	6/30/2021	12
			Eisenhower Elementary School Subtotal:	$1,719.55

Almor West Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	124	8/21/2020	6/30/2021	10
			Almor West Elementary School Subtotal:	$1,522.72

Ridgecrest Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	225	7/1/2020	6/30/2021	12
			Ridgecrest Elementary School Subtotal:	$3,251.25

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Date:	6/9/2020
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Revision:	3
Order Form Expiration Date:	9/30/2020

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Lincoln Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	145	8/13/2020	6/30/2021	11
			Lincoln Elementary School Subtotal:	$1,829.90

Sullivan Village Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	212	7/1/2020	6/30/2021	12
			Sullivan Village Elem School Subtotal:	$3,063.40

Edison Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	216	7/1/2020	6/30/2021	12
			Edison Elementary School Subtotal:	$3,121.20

Adams Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	90	7/1/2020	6/30/2021	12
			Adams Elementary School Subtotal:	$1,300.50

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Date:	6/9/2020
Order Number:	Q-257213
Revision:	3
Order Form Expiration Date:	9/30/2020

ORDER FORM

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Crosby Park Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	126	7/1/2020	6/30/2021	12
			Crosby Park Elementary School Subtotal:	$1,820.70

Pioneer Park Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	178	7/1/2020	6/30/2021	12
			Pioneer Park Elementary School Subtotal:	$2,572.10

Woodland Hills Elementary

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	222	7/1/2020	6/30/2021	12
			Woodland Hills Elementary Subtotal:	$3,207.90

Cleveland Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	140	7/1/2020	6/30/2021	12
			Cleveland Elementary School Subtotal:	$2,023.00

Washington Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	84	7/1/2020	6/30/2021	12
			Washington Elem School Subtotal:	$1,213.80

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Date: 6/9/2020
Order Number: Q-257213
Revision: 3
Order Form Expiration Date: 9/30/2020

ORDER FORM

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Whittier Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	120	7/1/2020	6/30/2021	12
			Whittier Elementary School Subtotal:	$1,734.00

Hugh Bish Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	130	7/1/2020	6/30/2021	12
			Hugh Bish Elementary School Subtotal:	$1,878.50

Pat Henry Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	213	7/1/2020	6/30/2021	12
			Pat Henry Elementary School Subtotal:	$3,077.85

Freedom Elementary

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	401	7/1/2020	6/30/2021	12
			Freedom Elementary Subtotal:	$5,794.45

edmentum™

Date:	6/9/2020
Order Number:	Q-257213
Revision:	3
Order Form Expiration Date:	9/30/2020

ORDER FORM

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Macarthur Middle School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	740	8/26/2020	6/30/2021	10
			Macarthur Middle School Subtotal:	$8,931.80

Tomlinson Middle School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	680	7/1/2020	6/30/2021	12
			Tomlinson Middle School Subtotal:	$9,826.00

Central Middle School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	705	7/1/2020	6/30/2021	12
			Central Middle School Subtotal:	$10,187.25

Lawton Public Schools

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island Elevate Package	2	**	6/30/2021	12
			Lawton Public Schools Subtotal:	$5,000.00

Subtotal:	$75,561.27
Estimated Tax:	$0.00
Total US Funds:	$75,561.27

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Order Notes

edmentum™

Date:	6/9/2020
Order Number:	Q-257213
Revision:	3
Order Form Expiration Date:	9/30/2020

ORDER FORM

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To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Services to begin upon receipt of the PO and to continue through June 30, 2021.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the mutually agreed Standard Purchase and License Terms) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to mailto:orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____

edmentum

STANDARD SERVICE PURCHASE AND SOFTWARE LICENSE TERMS

The Terms and Conditions contained in this document (the "**Standard Terms**") apply to any transaction whereby we (sometimes referred to in this document as "**we**" "**us**" or "**our**") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("**Order Form**")) (1) license rights to use our Software for a fixed term, (2) Materials for use with the Software, or (3) Professional Services. These Standard Terms are an integral part of an agreement (the "**Agreement**") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms. You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of one or more purchase orders in accordance with the terms outlined in your Order Form. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE: The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All Software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted you in the Software. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know- how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at http://www.edmentum.com/Privacy which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the license expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software; (ii) frame or mirror any content forming part of the Software, other than for your own internal educational or training purposes during the license term and not in violation of any use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software without our prior written permission.

1.3 Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "**Outage Period**" means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime and (b)any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at http://www.edmentum.com/support) ('System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and any Materials we provide, including all related intellectual property rights (except for those owned by our third-party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data to the extent that we do so in compliance with applicable law and our Online Learning Programs Privacy Policy.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the Software.

1.6.4 Custom Learning Paths

a. **Rights to Custom Learning Paths**. Certain Software allows you to customize the instructional content of the Software to suit your instructional needs. "**Your Learning Paths**" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. **Our Use of Your Learning Paths**. We may use or modify Your Learning Paths and may provide them to our other customers.

c. **Customer Created, Modified or Stored Content**. Certain Software enables you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws.

1.7 Limited Warranty for Software. Subject to the terms of Section 4.6, we warrant that the Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on your use of the Software in accordance with this Agreement and the applicable Documentation. If we breach this express warranty, and you promptly inform us of such in writing, we will at our option and expense: (a) modify the affected Software to generally conform with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) refund you the portion of your license price related to the applicable Software that is attributable to the remaining Subscription Period. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE AND SERVICES. The following terms and conditions will apply to all Third-Party Software and Third Party Services.

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Third Party Services are distributed by us as a licensor, distributor or reseller. These products and services are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD-PARTY SOFTWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD-PARTY SOFTWARE OR SERVICES AND SUCH SOFTWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to $750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed $750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not met this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10-day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for the terminated

Professional Services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form and acknowledge that by submitting a signed Order Form, you are representing to us that the employee or agent signing on your behalf has the requisite authority to bind you to the terms and conditions of the Agreement, including the payment obligations identified on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non- cancellable and non-refundable. To the extent that you fail to timely pay all amounts due as identified on the applicable Order Form, you accept that we can institute any and all collection efforts and legal claims that we deem appropriate and that you shall pay us for all costs and expenses (including attorney's fees) we incur in connection with such collection efforts and claims.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software will be deemed accepted upon our making it available to you online and will thereafter be subject to the limited warranty provision of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "**Confidential Information**" means all confidential and proprietary information disclosed by one party (the "**Discloser**") to the other (the "**Receiver**") and that is either designated as confidential or of a type that should be reasonably expected to be confidential. Confidential Information includes the Customer Data, our Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party. As a state entity, OU is subject to the Oklahoma Open Records Act (OORA), which states that information may otherwise be considered as confidential, may be required to be disclosed under the OORA.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any Student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain or our servers, SAN and/or cloud backups.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement.** Our indemnity covers Claims alleging that your Users use of the Software in accordance with the terms of this Agreement, or any Materials furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. We will have no indemnification obligations or other liability for any claim of infringement or misappropriation to the extent (a) based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Software or Materials if infringement would have been avoided by the use of a subsequent or unaltered release of the Software or Materials provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining Subscription Period.

4.3.2 Your Indemnification of Us. Except for those indemnities above described in Section 4.3.1 of this Agreement, each party will be responsible for its own negligent and intentional acts and omission with the UNIVERSITY's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data you enter into our Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such Customer Data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our Software or learning management systems and for replacing it if it is lost or destroyed for any reason.

4.5 Force Majeure. The term "**Force Majeure**" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.7 OR 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO $50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR), IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE PRODUCTS AND SERVICES AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM DURING THE PRIOR TWELVE MONTHS. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Form Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last Subscription Period identified in the applicable Order Form.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement for a period of 12 months from the date termination or expiration: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Communication. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. To the extent that your license includes our providing a virtual instructor associated with the licensed content, you accept and acknowledge that such virtual instructor may periodically be communicating with students and their parents and/or guardians.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these

Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your sitused require that the laws of the State where your sitused apply, in which case they will, without regard to the conflict or laws rules. As such, the laws of the State of Oklahoma shall govern this Agreement.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **"Concurrent License"** means a Software license that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **"Course Enrollment"** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **"Consumable License"** means a Software license to a single course assigned to a single, Named User. Within thirty days of the date in which a Consumable License is made available to a Named User, you may remove that Named User and reassign the Consumable License to a different Named User for future use although such reassignment shall not extend the original Subscription Period. The Subscription Period for a Consumable License begins upon the earlier of (i) when the course content is first accessed by any Named User or (ii) sixty days following the date that access is first made available to a Named User, and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, your teacher data and supplemental instructional materials.
- **"Documentation"** means the technical specifications and/or functionality particulars regarding the Software that we provide you with the Order Form, if any.
- "**Materials**" means those materials that we provide you, if any, in connection with your Software license and/or Professional Services purchases that your Users can use solely for their internal educational purposes during the applicable Subscription Period.
- **"Named User"** means a specific Student User identified by name and designated as the sole Student User of the specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement. To the extent that you fail to execute and return the applicable Order Form to us, you accept and acknowledge that by using the Software (or any of your Users using the Software), you agree to the terms and conditions of this Agreement.
- **"Reusable License"** means a Software license whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other Student User at any time until reassigned to another Named User.
- **"Software"** means the online educational software that is identified on the Order Form that we make available to your Users via our Internet-based learning management system. The term "Software" includes both our Software and Third Party Software.
- **"Professional Services"** means the services identified on the Order Form that we agree to provide to you to assist in your implementation and/or on-going use of the Software.
- "**Students**" means those of your students that are provided access to the Software.
- **"Site License"** means a Software License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Program License"** means a Software License that may be accessed during the Subscription Term by the authorized number of Users identified on the Order Form.
- **"Subscription Period"** means the period of time during which you will have access to the Software you license under the Agreement. This period will begin with the start date identified in the applicable Order Form or upon processing of your PO in the event that dates are not identified upon the Order Form, and (unless earlier terminated, suspended or revoked in accordance with the Agreement) will last for the duration of your Software license access identified on the Order Form.
- **"Third Party Software"** means software or content that we license from a third party for license to our customers under licensing terms and conditions specified by the producer.
- "**Third Party Services**" means the services that you purchase from us that are identified on the Order Form and that are performed by an entity or individual other than our employees and independent contractors.
- **"Users"** means those Students that you supply (or authorize us to supply) user identifications and passwords to and for which you've purchased an adequate quantity of the applicable Software licenses for. Users may include one or more Students.
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., or Education City, Inc.).

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Date:	6/5/2020
Order Number:	Q-257214
Revision:	3
Order Form Expiration Date:	9/30/2020

ORDER FORM

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To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 232671
Customer Name: Lawton Public Schools
Billing Address: PO Box 1009
Lawton, OK 73502-1009

Products and Services

Carriage Hills Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	184	8/31/2020	6/30/2021	10
			Carriage Hills Elem School Subtotal:	$1,010.16

Eisenhower Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	146	8/31/2020	6/30/2021	10
			Eisenhower Elementary School Subtotal:	$801.54

Almor West Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	175	8/31/2020	6/30/2021	10
			Almor West Elementary School Subtotal:	$960.75

Ridgecrest Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	246	8/31/2020	6/30/2021	10
			Ridgecrest Elementary School Subtotal:	$1,350.54

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Lincoln Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	109	8/31/2020	6/30/2021	10
			Lincoln Elementary School Subtotal:	$598.41

Sullivan Village Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	262	8/31/2020	6/30/2021	10
			Sullivan Village Elem School Subtotal:	$1,438.38

Edison Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	252	8/31/2020	6/30/2021	10
			Edison Elementary School Subtotal:	$1,383.48

Adams Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	107	8/31/2020	6/30/2021	10
			Adams Elementary School Subtotal:	$587.43

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Crosby Park Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	136	8/31/2020	6/30/2021	10
			Crosby Park Elementary School Subtotal:	$746.64

Pioneer Park Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	220	8/31/2020	6/30/2021	10
			Pioneer Park Elementary School Subtotal:	$1,207.80

Woodland Hills Elementary

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	271	8/31/2020	6/30/2021	10
			Woodland Hills Elementary Subtotal:	$1,487.79

Cleveland Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	156	8/31/2020	6/30/2021	10
			Cleveland Elementary School Subtotal:	$856.44

Washington Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	129	8/31/2020	6/30/2021	10
			Washington Elem School Subtotal:	$708.21

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Whittier Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	147	8/31/2020	6/30/2021	10
			Whittier Elementary School Subtotal:	$807.03

Hugh Bish Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	174	8/31/2020	6/30/2021	10
			Hugh Bish Elementary School Subtotal:	$955.26

Pat Henry Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	265	8/31/2020	6/30/2021	10
			Pat Henry Elementary School Subtotal:	$1,454.85

Freedom Elementary

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	760	8/31/2020	6/30/2021	10
			Freedom Elementary Subtotal:	$4,172.40

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Lawton Public Schools

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs Elevate Virtual Package	1	**	6/30/2021	12
			Lawton Public Schools Subtotal:	$1,500.00

Learning Tree Academy

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	261	7/1/2020	6/30/2021	12
			Learning Tree Academy Subtotal:	$1,774.80

Subtotal:	$23,801.91
Estimated Tax:	$0.00
Total US Funds:	$23,801.91

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Order Notes
Services to begin upon receipt of the PO and to continue through June 30, 2021.

Invoicing and Payment Terms
The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions
For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the mutually agreed Standard Purchase and License Terms) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order
You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance
This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions

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identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to mailto:orders@edmentum.com.

Customer Signature:

Name (Printed or Typed):

Title:

Date:

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STANDARD SERVICE PURCHASE AND SOFTWARE LICENSE TERMS

The Terms and Conditions contained in this document (the "**Standard Terms**") apply to any transaction whereby we (sometimes referred to in this document as "**we**" "**us**" or "**our**") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("**Order Form**")) (1) license rights to use our Software for a fixed term, (2) Materials for use with the Software, or (3) Professional Services. These Standard Terms are an integral part of an agreement (the "**Agreement**") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms. You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of one or more purchase orders in accordance with the terms outlined in your Order Form. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE: The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All Software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted you in the Software. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know- how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at http://www.edmentum.com/Privacy which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the license expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software; (ii) frame or mirror any content forming part of the Software, other than for your own internal educational or training purposes during the license term and not in violation of any use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software without our prior written permission.

1.3 Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "**Outage Period**" means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime and (b)any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at http://www.edmentum.com/support) ('System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and any Materials we provide, including all related intellectual property rights (except for those owned by our third-party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data to the extent that we do so in compliance with applicable law and our Online Learning Programs Privacy Policy.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the Software.

1.6.4 Custom Learning Paths

a. **Rights to Custom Learning Paths**. Certain Software allows you to customize the instructional content of the Software to suit your instructional needs. "**Your Learning Paths**" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. **Our Use of Your Learning Paths**. We may use or modify Your Learning Paths and may provide them to our other customers.

c. **Customer Created, Modified or Stored Content**. Certain Software enables you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws.

1.7 Limited Warranty for Software. Subject to the terms of Section 4.6, we warrant that the Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on your use of the Software in accordance with this Agreement and the applicable Documentation. If we breach this express warranty, and you promptly inform us of such in writing, we will at our option and expense: (a) modify the affected Software to generally conform with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) refund you the portion of your license price related to the applicable Software that is attributable to the remaining Subscription Period. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE AND SERVICES. The following terms and conditions will apply to all Third-Party Software and Third Party Services.

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Third Party Services are distributed by us as a licensor, distributor or reseller. These products and services are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD-PARTY SOFTWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD-PARTY SOFTWARE OR SERVICES AND SUCH SOFTWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to $750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed $750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not met this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10-day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for the terminated

Professional Services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form and acknowledge that by submitting a signed Order Form, you are representing to us that the employee or agent signing on your behalf has the requisite authority to bind you to the terms and conditions of the Agreement, including the payment obligations identified on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non- cancellable and non-refundable. To the extent that you fail to timely pay all amounts due as identified on the applicable Order Form, you accept that we can institute any and all collection efforts and legal claims that we deem appropriate and that you shall pay us for all costs and expenses (including attorney's fees) we incur in connection with such collection efforts and claims.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software will be deemed accepted upon our making it available to you online and will thereafter be subject to the limited warranty provision of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "**Discloser**") to the other (the "**Receiver**") and that is either designated as confidential or of a type that should be reasonably expected to be confidential. Confidential Information includes the Customer Data, our Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party. As a state entity, OU is subject to the Oklahoma Open Records Act (OORA), which states that information may otherwise be considered as confidential, may be required to be disclosed under the OORA.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any Student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain or our servers, SAN and/or cloud backups.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement.** Our indemnity covers Claims alleging that your Users use of the Software in accordance with the terms of this Agreement, or any Materials furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. We will have no indemnification obligations or other liability for any claim of infringement or misappropriation to the extent (a) based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Software or Materials if infringement would have been avoided by the use of a subsequent or unaltered release of the Software or Materials provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining Subscription Period.

4.3.2 Your Indemnification of Us. Except for those indemnities above described in Section 4.3.1 of this Agreement, each party will be responsible for its own negligent and intentional acts and omission with the UNIVERSITY's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data you enter into our Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such Customer Data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our Software or learning management systems and for replacing it if it is lost or destroyed for any reason.

4.5 Force Majeure. The term "**Force Majeure**" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.7 OR 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO $50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR), IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE PRODUCTS AND SERVICES AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM DURING THE PRIOR TWELVE MONTHS. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Form Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last Subscription Period identified in the applicable Order Form.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement for a period of 12 months from the date termination or expiration: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Communication. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. To the extent that your license includes our providing a virtual instructor associated with the licensed content, you accept and acknowledge that such virtual instructor may periodically be communicating with students and their parents and/or guardians.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these

Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your sitused require that the laws of the State where your sitused apply, in which case they will, without regard to the conflict or laws rules. As such, the laws of the State of Oklahoma shall govern this Agreement.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **"Concurrent License"** means a Software license that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **"Course Enrollment"** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **"Consumable License"** means a Software license to a single course assigned to a single, Named User. Within thirty days of the date in which a Consumable License is made available to a Named User, you may remove that Named User and reassign the Consumable License to a different Named User for future use although such reassignment shall not extend the original Subscription Period. The Subscription Period for a Consumable License begins upon the earlier of (i) when the course content is first accessed by any Named User or (ii) sixty days following the date that access is first made available to a Named User, and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, your teacher data and supplemental instructional materials.
- **"Documentation"** means the technical specifications and/or functionality particulars regarding the Software that we provide you with the Order Form, if any.
- "**Materials**" means those materials that we provide you, if any, in connection with your Software license and/or Professional Services purchases that your Users can use solely for their internal educational purposes during the applicable Subscription Period.
- **"Named User"** means a specific Student User identified by name and designated as the sole Student User of the specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement. To the extent that you fail to execute and return the applicable Order Form to us, you accept and acknowledge that by using the Software (or any of your Users using the Software), you agree to the terms and conditions of this Agreement.
- **"Reusable License"** means a Software license whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other Student User at any time until reassigned to another Named User.
- **"Software"** means the online educational software that is identified on the Order Form that we make available to your Users via our Internet-based learning management system. The term "Software" includes both our Software and Third Party Software.
- **"Professional Services"** means the services identified on the Order Form that we agree to provide to you to assist in your implementation and/or on-going use of the Software.
- "**Students**" means those of your students that are provided access to the Software.
- **"Site License"** means a Software License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Program License"** means a Software License that may be accessed during the Subscription Term by the authorized number of Users identified on the Order Form.
- **"Subscription Period"** means the period of time during which you will have access to the Software you license under the Agreement. This period will begin with the start date identified in the applicable Order Form or upon processing of your PO in the event that dates are not identified upon the Order Form, and (unless earlier terminated, suspended or revoked in accordance with the Agreement) will last for the duration of your Software license access identified on the Order Form.
- **"Third Party Software"** means software or content that we license from a third party for license to our customers under licensing terms and conditions specified by the producer.
- "**Third Party Services**" means the services that you purchase from us that are identified on the Order Form and that are performed by an entity or individual other than our employees and independent contractors.
- **"Users"** means those Students that you supply (or authorize us to supply) user identifications and passwords to and for which you've purchased an adequate quantity of the applicable Software licenses for. Users may include one or more Students.
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., or Education City, Inc.).

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Date: 6/11/2020
Order Number: Q-260135
Revision: 1
Order Form Expiration Date: 7/31/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 232671
Customer Name: Lawton Public Schools
Billing Address: PO Box 1009
Lawton, OK 73502-1009

Products and Services

Macarthur High School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	984	7/1/2020	6/30/2021	12
Study Island: College and Career Readiness Library - Program License	1	7/1/2020	6/30/2021	12
Study Island PLC Cohort Onboarding Package for School Teams	1	7/1/2020	6/30/2021	12
			Macarthur High School Subtotal:	$4,440.70

Lawton High School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	1,349	7/1/2020	6/30/2021	12
Study Island: College and Career Readiness Library - Program License	1	7/1/2020	6/30/2021	12
Study Island PLC Cohort Onboarding Package for School Teams	1	7/1/2020	6/30/2021	12
			Lawton High School Subtotal:	$5,918.95

Eisenhower High School

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: Core Library - Program License	1,095	7/1/2020	6/30/2021	12
Study Island: College and Career Readiness Library - Program License	1	7/1/2020	6/30/2021	12
Study Island PLC Cohort Onboarding Package for School Teams	1	7/1/2020	6/30/2021	12
			Eisenhower High School Subtotal:	$4,890.25

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Date:	6/11/2020
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ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Subtotal:	$15,249.90
Estimated Tax:	$0.00
Total US Funds:	$15,249.90

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Order Notes
Services to begin upon receipt of the PO and to continue through June 30, 2021.

Invoicing and Payment Terms
The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions
For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the mutually agreed Standard Purchase and License Terms) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order
You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance
This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to mailto:orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____

edmentum

STANDARD SERVICE PURCHASE AND SOFTWARE LICENSE TERMS

The Terms and Conditions contained in this document (the "**Standard Terms**") apply to any transaction whereby we (sometimes referred to in this document as "**we**" "**us**" or "**our**") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("**Order Form**")) (1) license rights to use our Software for a fixed term, (2) Materials for use with the Software, or (3) Professional Services. These Standard Terms are an integral part of an agreement (the "**Agreement**") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms. You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of one or more purchase orders in accordance with the terms outlined in your Order Form. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE: The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All Software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted you in the Software. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know- how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at http://www.edmentum.com/Privacy which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the license expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software; (ii) frame or mirror any content forming part of the Software, other than for your own internal educational or training purposes during the license term and not in violation of any use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software without our prior written permission.

1.3 Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "**Outage Period**" means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime and (b)any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at http://www.edmentum.com/support) ('System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and any Materials we provide, including all related intellectual property rights (except for those owned by our third-party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data to the extent that we do so in compliance with applicable law and our Online Learning Programs Privacy Policy.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the Software.

1.6.4 Custom Learning Paths

a. **Rights to Custom Learning Paths**. Certain Software allows you to customize the instructional content of the Software to suit your instructional needs. "**Your Learning Paths**" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. **Our Use of Your Learning Paths**. We may use or modify Your Learning Paths and may provide them to our other customers.

c. **Customer Created, Modified or Stored Content**. Certain Software enables you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws.

1.7 Limited Warranty for Software. Subject to the terms of Section 4.6, we warrant that the Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on your use of the Software in accordance with this Agreement and the applicable Documentation. If we breach this express warranty, and you promptly inform us of such in writing, we will at our option and expense: (a) modify the affected Software to generally conform with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) refund you the portion of your license price related to the applicable Software that is attributable to the remaining Subscription Period. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE AND SERVICES. The following terms and conditions will apply to all Third-Party Software and Third Party Services.

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Third Party Services are distributed by us as a licensor, distributor or reseller. These products and services are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD-PARTY SOFTWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD-PARTY SOFTWARE OR SERVICES AND SUCH SOFTWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to $750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed $750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not met this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10-day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for the terminated

Professional Services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form and acknowledge that by submitting a signed Order Form, you are representing to us that the employee or agent signing on your behalf has the requisite authority to bind you to the terms and conditions of the Agreement, including the payment obligations identified on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non- cancellable and non-refundable. To the extent that you fail to timely pay all amounts due as identified on the applicable Order Form, you accept that we can institute any and all collection efforts and legal claims that we deem appropriate and that you shall pay us for all costs and expenses (including attorney's fees) we incur in connection with such collection efforts and claims.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software will be deemed accepted upon our making it available to you online and will thereafter be subject to the limited warranty provision of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "**Confidential Information**" means all confidential and proprietary information disclosed by one party (the "**Discloser**") to the other (the "**Receiver**") and that is either designated as confidential or of a type that should be reasonably expected to be confidential. Confidential Information includes the Customer Data, our Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party. As a state entity, OU is subject to the Oklahoma Open Records Act (OORA), which states that information may otherwise be considered as confidential, may be required to be disclosed under the OORA.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any Student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain or our servers, SAN and/or cloud backups.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement.** Our indemnity covers Claims alleging that your Users use of the Software in accordance with the terms of this Agreement, or any Materials furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. We will have no indemnification obligations or other liability for any claim of infringement or misappropriation to the extent (a) based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Software or Materials if infringement would have been avoided by the use of a subsequent or unaltered release of the Software or Materials provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining Subscription Period.

4.3.2 Your Indemnification of Us. Except for those indemnities above described in Section 4.3.1 of this Agreement, each party will be responsible for its own negligent and intentional acts and omission with the UNIVERSITY's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data you enter into our Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such Customer Data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our Software or learning management systems and for replacing it if it is lost or destroyed for any reason.

4.5 Force Majeure. The term "**Force Majeure**" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.7 OR 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO $50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR), IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE PRODUCTS AND SERVICES AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM DURING THE PRIOR TWELVE MONTHS. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Form Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last Subscription Period identified in the applicable Order Form.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement for a period of 12 months from the date termination or expiration: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Communication. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. To the extent that your license includes our providing a virtual instructor associated with the licensed content, you accept and acknowledge that such virtual instructor may periodically be communicating with students and their parents and/or guardians.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these

Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your sitused require that the laws of the State where your sitused apply, in which case they will, without regard to the conflict or laws rules. As such, the laws of the State of Oklahoma shall govern this Agreement.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **"Concurrent License"** means a Software license that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **"Course Enrollment"** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **"Consumable License"** means a Software license to a single course assigned to a single, Named User. Within thirty days of the date in which a Consumable License is made available to a Named User, you may remove that Named User and reassign the Consumable License to a different Named User for future use although such reassignment shall not extend the original Subscription Period. The Subscription Period for a Consumable License begins upon the earlier of (i) when the course content is first accessed by any Named User or (ii) sixty days following the date that access is first made available to a Named User, and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, your teacher data and supplemental instructional materials.
- **"Documentation"** means the technical specifications and/or functionality particulars regarding the Software that we provide you with the Order Form, if any.
- **"Materials"** means those materials that we provide you, if any, in connection with your Software license and/or Professional Services purchases that your Users can use solely for their internal educational purposes during the applicable Subscription Period.
- **"Named User"** means a specific Student User identified by name and designated as the sole Student User of the specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement. To the extent that you fail to execute and return the applicable Order Form to us, you accept and acknowledge that by using the Software (or any of your Users using the Software), you agree to the terms and conditions of this Agreement.
- **"Reusable License"** means a Software license whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other Student User at any time until reassigned to another Named User.
- **"Software"** means the online educational software that is identified on the Order Form that we make available to your Users via our Internet-based learning management system. The term "Software" includes both our Software and Third Party Software.
- **"Professional Services"** means the services identified on the Order Form that we agree to provide to you to assist in your implementation and/or on-going use of the Software.
- **"Students"** means those of your students that are provided access to the Software.
- **"Site License"** means a Software License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Program License"** means a Software License that may be accessed during the Subscription Term by the authorized number of Users identified on the Order Form.
- **"Subscription Period"** means the period of time during which you will have access to the Software you license under the Agreement. This period will begin with the start date identified in the applicable Order Form or upon processing of your PO in the event that dates are not identified upon the Order Form, and (unless earlier terminated, suspended or revoked in accordance with the Agreement) will last for the duration of your Software license access identified on the Order Form.
- **"Third Party Software"** means software or content that we license from a third party for license to our customers under licensing terms and conditions specified by the producer.
- **"Third Party Services"** means the services that you purchase from us that are identified on the Order Form and that are performed by an entity or individual other than our employees and independent contractors.
- **"Users"** means those Students that you supply (or authorize us to supply) user identifications and passwords to and for which you've purchased an adequate quantity of the applicable Software licenses for. Users may include one or more Students.
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., or Education City, Inc.).

QUOTATION

Fulcrum Biometrics LLC
16108 University Oak
San Antonio, TX 78249
210/257-5615
sales@fulcrumbiometrics.com
www.fulcrumbiometrics.com

Bill To:
Joshua Seely
Lawton OK Public Schools
753 Fort Sill Blvd
Lawton, OK 73507

Ship To:
753 Fort Sill Blvd
Lawton, OK 73507

Submitted By: Phillip Moore
Phone: 830-832-6067
Email: phillip.m@fulcrumbiometrics.com
Date: 6/4/2020
Expiration: 8/31/2020
Quote #: Q00997
Terms:

Qty	Item #	Description	Unit Price	Total Price
1	200303-S	FbF LiveScan System with GreenBit DactyScan84c Live Scanner and 15" Laptop	$5,649.00	$5,649.00
1	Green Bit DactyScan84c FT	Green Bit DactyScan84c FBI certified 10-prints and Rolls Livescan device with software developer's kit (EXPORT CONTROLLED) - with flat top	$0.00	$0.00
1	Laptop - Dell 3590 -01	Dell Latitude 3590 - 15.6", Core i3, 8GB RAM, 500GB HDD, Pre-configured with Windows 10 Pro OS (includes 1 year warranty on laptop)	$0.00	$0.00
1	Lexmark MS810dn Laser Printer	Lexmark MS810dn Mono Laser Printer (certified for FbF)	$999.00	$999.00
1	200300-01-P2C	FbF LSP: P2C (Print to Card)	$0.00	$0.00
1	Annual FbF M&S - LiveScan	FbF Annual Software Maintenance - LiveScan - entitles users to any application upgrades, patches, fixes and access to the online support portal for 1 year from purchase date. *First year of M&S ($749.00 annually) included with initial purchase - price is	$0.00	$0.00

NOTES:

This is a print to card only system. Fulcrum Biometrics is not certified to electronic transmission to OSBI.

Subtotal	$6,648.00
Tax	$0.00
Shipping	$90.00
Total	$6,738.00

*Excludes sales taxes that may apply

*Currency: USD$ Does not include customs/duties fees that may apply

* Incoterms: FCA

MAINTENANCE & SUPPORT | SUBSCRIPTION GENERAL POLICIES & LIMITATIONS

Subscription to this service plan guarantees access to the services detailed below.

1. Maintenance & Support Highlights:
- $150 per hour support charges waived
- Free support for an unlimited number of incidents for a year
- U.S. phone support available between 8:30am and 5:30pm U.S. Central Time (GMT -6)
- Support portal access 24 hours a day
- Renewable every year (discounts available for advance purchase of multi-year M&S packages)
- Free bug fixes and product upgrades, both major and minor, during the subscription period.

Should the maintenance and support subscription lapse, Fulcrum Biometrics is under no obligation to provide patches, new versions, or upgrades.

2. Renewal Policy:
The initial term of the service plan is one year from the date of purchase (i.e. shipped from Fulcrum Biometrics) of your software. The "effective anniversary date" (EAD) of the subscription is the first day of the first full month after the anniversary of date of purchase. The subscription will automatically renew for the next twelve (12) months when Fulcrum Biometrics receives your payment. A renewal payment not remitted within 30 days of the effective anniversary date will cause the subscription to be canceled. In the case of a canceled or lapsed subscription, to receive support, you must either a) make the subscription current by paying any monies owed from the renewal date forward, or b) remunerate the current hourly technical support fees assessed by Fulcrum Biometrics. To receive support, the remedies outlined previously in this paragraph apply. Maintenance and support for licenses (seat or server) purchased between the initial purchase and the effective anniversary date will be added to the total licenses owned, and the subscriber will only need to remit one time a year (on the EAD) for all licenses being used.

This subscription may be terminated by Fulcrum Biometrics immediately and without notice if the subscriber fails to comply with any term or condition of this Agreement, or if a subscriber exceeds reasonable use of the subscription. If Fulcrum Biometrics chooses not to renew a subscription on the basis of excessive usage, such determination shall not be deemed to preclude customer support from Fulcrum Biometrics on a pay-as-you-go basis or under a limited incident plan, if available. From time to time Fulcrum Biometrics may change the terms or conditions of this subscription plan, method of delivering or accessing the subscription and/or the subscription fee.

3. Definition of an Incident:
For purposes of these terms and conditions, an "incident" means (a) a single issue or problem that a subscriber asks a support representative to analyze or resolve, (b) a product-usage question that involves a single topic on a feature or function of the software, or (c) a single request for installation or troubleshooting of peripheral hardware devices. The technical support representative will determine if any additional incidents may be handled during the course of the telephone or electronic contact.

4. General Policies:
During the term of the subscription, subscriber will receive support for an unlimited number of incidents. Fulcrum Biometrics reserves the right to limit each contact (telephone or electronic) to one incident as defined above. Fulcrum Biometrics may also choose to limit, terminate, or not renew support service for any subscriber who uses the service in an irregular, excessive, abusive, or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice. Coverage is non- transferable and is valid for the subscriber only. Resale or transfer of subscription rights is strictly prohibited, and will be grounds for termination or non-renewal of the service plan.

5. Support Availability:
Support availability may vary from stated hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. For subscribers in the United States, please call the Fulcrum Biometrics support number (210-257-5615 or 800-430-4601) between 8:30am and 5:30pm Central Time. Subscribers located outside the United States, are encouraged to call Fulcrum Biometrics or set up Skype accounts for verbal conversations. Customers can place support tickets online at http://support.fulcrumbiometrics.com. Off-hours support can be arranged by appointment.

As an active subscriber, you may be eligible for additional products, services, and/or discounts when and if such additional products, services and/or discounts become available. These additional offerings or offers may be subject to additional terms, conditions and limitations.

6. Support Topic Limitations:
Inquiries are limited to the following Software product areas: installation, upgrade assistance, basic functionality, and hardware troubleshooting. Fulcrum Biometrics will also assist subscribers with basic connectivity issues between client and server components installed in the same network to the extent necessary to confirm whether such issues relate to equipment or software within Fulcrum Biometrics control. However, Fulcrum Biometrics shall not be responsible for connectivity issues caused by user network setup or configuration, or third-party services, service providers, hardware, or software. The service plan does not cover application consulting or training. Fulcrum support hours and response time guarantees do not apply to third parties to whom Fulcrum Biometrics transfers or escalates a call, in cases where a third parties' hardware or software are involved.

7. Product Upgrade Limitations:
Fulcrum Biometrics will send service plan subscribers new software version upgrades when and if a new release is available for their edition of the product during the subscription period. Subscribers will NOT be entitled to receive a version upgrade released after the expiration date of their subscription. Version upgrades are provided for use by subscribers only and are strictly prohibited from resale.

8. Supported Products and Services:
The service plan subscription covers all supported versions of software (as defined in the Software End User License Agreement) and any services included in the service plan. Support availability for a particular version is subject to change at any time without notice.

9. Privacy Statement:
Your subscription is subject to Fulcrum Biometrics privacy policies, as may be amended from time to time, as set forth in our Privacy Statement: http://www.fulcrumbiometrics.com/terms_privacy.asp. By registering for this subscription, you consent to the use of your personally identifiable information in accordance with such privacy statement.

WARRANTY
Fulcrum Biometrics warrants that its proprietary software will conform to manufacturer specifications and are free from defects in material and workmanship when used under normal operating conditions and within the service for which they were furnished for 90 days.

The obligation of Fulcrum Biometrics hereunder shall expire 90 days after delivery, unless otherwise specified, and is limited to repairing, or at its option, replacing without charge, of any such product which in Fulcrum Biometrics sole opinion proves to be defective within the scope of this warranty. In the event Fulcrum Biometrics is not able to

repair or replace defective products or components within a reasonable time after receipt thereof, Buyer shall be credited for their value at the original purchase price.

Fulcrum Biometrics must be notified in writing of the defect or non-conformity within the warranty period and the affected products returned to Fulcrum Biometrics facility or to an authorized service center within the first 90 days of ownership. Shipment shall not be made without prior written authorization by Fulcrum Biometrics.

Fulcrum Biometrics warrants that all products of other manufacturers, resold by Fulcrum Biometrics, conform to manufacturer specifications and are free from defects in material and workmanship when used under normal operating conditions and within the service for which they were furnished. Hardware warranties are passed through from the manufacturer and are typically one (1) year.

This is Fulcrum Biometrics' sole warranty with respect to the products delivered hereunder. No statement, representation, agreement or understanding, oral or written, made by an agent, distributor, representative or employee of Fulcrum Biometrics which is not contained in this warranty, will be binding upon Fulcrum Biometrics unless made in writing and executed by an authorized Fulcrum Biometrics employee.

1. Disclaimer of Warranties:
SOFTWARE, HARDWARE, AND SUPPORT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FULCRUM BIOMETRICS, ITS AFFILIATES, LICENSORS, THIRD-PARTY CONTENT AND SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, CONTENT, AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON- INTERFERENCE OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND SIMILAR LAWS OF ANY JURISDICTION. FULCRUM BIOMETRICS AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE OR FREE FROM BUGS, INTERRUPTION, OR ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. FURTHER, FULCRUM BIOMETRICS DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. In that event, any implied warranties are limited in duration to thirty (30) days from the first date of service. Under no circumstance shall Fulcrum Biometrics be liable to Buyer, in Contract or in tort, for any special, indirect, incidental, or consequential damages, expenses, losses or delay however caused.

2. Limitation of Liability and Damages:
Fulcrum Biometrics maximum liability, and customer's sole remedy, for any claim will be the refund of an amount not exceeding the purchase price paid by the customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FULCRUM BIOMETRICS, ITS AFFILIATES AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, THE LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FULCRUM BIOMETRICS, ITS AFFILIATES, ITS SUPPLIERS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FULCRUM BIOMETRICS AND YOU.

3. Governing Law:
These terms will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of laws. Customer agrees that any action arising out of or relating to the service provided by Fulcrum Biometrics will be filed and maintained only in the state or federal courts located in San Antonio, Texas and subscriber hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action. If any provision of these terms is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between Fulcrum Biometrics and the subscriber relating to the subject matter of these terms, and may not be modified except in a writing signed by both the subscriber and an authorized representative of Fulcrum Biometrics.

FbF® LiveScan Bundle with Green Bit DactyScan 84c

The next generation of live scan solutions must be able to face the challenges of a "wild west" marketplace where every industry, every state, and every government has its own set of regulations...with more being added daily. Fulcrum Biometrics' FbF Livescan is at the cutting edge of live scan technology, able to keep pace with the changes and demands of a world relying more and more heavily on biometrics.

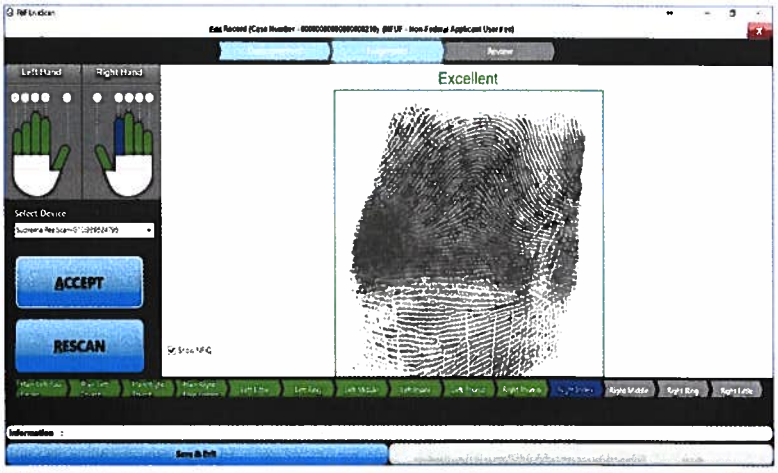
FbF® Livescan is FBI Appendix F certified to meet its Image Quality Standard (IQS) requirements for finger and palm prints (EBTS. 500 ppi. WSQ compression) and customizable to meet state specific requirements. But FbF Livescan can be operated easily, even by first time users, because of its simple interface that prompts the operator through the steps of capturing fingerprint slaps and rolls.

Features

- On-screen visualization of NFIQ scores
- Easy-to-use graphical interface, requiring minimal training
- SWFT certified
- Stores nearly unlimited transactions
- Built-in print-to-card
- Supports submission of transmissions via SMTP, FTP, and others
- Scanner agnostic–certified with a variety of 10-print scanners
- Reprint feature facilitates off-site fingerprint collection for printing at a later time
- Touch-screen friendly

FbF/DactyScan84c Bundle Includes

- FbF Livescan Software
- Green Bit DactyScan 84c Ten-print Scanner
- Remote Installation
- First Year's Maintenance and Support
- Bundle (Price) Discount



System Requirements

MS Windows 10 or Higher
4GB RAM
Microsoft .NET 4.5 or higher

FBI certified printers available

www.fulcrumbiometrics.com

Green Bit DactyScan 84c

Ten-Print Scanner

Description

The DactyScan84c from Green Bit is an optical live fingerprint reader with large platen. The reader is capable of capturing 4 slap and 2 thumbs fingerprints, allowing collection of all 10 fingerprints using the 4+4+2 method. The DactyScan84c can also capture single rolled and flat fingerprints.

The device is certified by FBI as compliant with FBI IAFIS IQS CJIS-RS-0010 (V7) Appendix F. It is also compliant with ANSI/NIST-ITL-1-2007, ANSI/NIST-ITL-1-2000 and ISO/19794-4 standards.

A user interface based on 12 LEDs facilitates the acquisition procedure by indicating the fingerprint(s) to be acquired and providing quality feedback.

Technical Specifications

Physical	Dimensions: 148 x 152 x 148(H) mm (standard top-cover) 148 x 152 x 121(H) mm (flat top-cover) Weight: 1.4 kg USB 2.0
Fingerprint Sensor	500 dpi Plain four fingers up to 3.2" x 3.0" - Two plain thumbs up to 3.2" x 3.0" Flat finger up to 3.2" x 3.0" - Rolled finger up to 1.6" x 1.6"
Supported OS	Windows 7 and higher (32-bit and 64-bit). Linux Ubuntu and Fedora
Certifications	CE, FCC, KCC, ISO 60950-1
Standards/Compliance	FBI IAFIS Appendix F
Compatibility	Fulcrum Biometric Framework (FbF®), VeriFinger SDK, MegaMatcher SDK

Fulcrum Biometrics USA
16108 University Oak
San Antonio, TX 78249
Office: +1-210-257-5615
Fax: +1-210-257-5769
Email: sales@fulcrumbiometrics.com
Website: www.fulcrumbiometrics.com

Fulcrum biometrics

www.fulcrumbiometrics.com

218 North Third Ave
Durant, OK 74701
Office: (877) 810-6894
Fax: (866) 870-7198

Bid# DC781-Lawto-105

05/12/2020

CONTRACT SUMMARY

Lawton Public Schools

Attn: Kevin Hime (Superintendent)
753 Fort Sill Blvd.
Lawton, OK 73507-1009

Annual District & Campus Websites

DISTRICT & CAMPUS WEBSITES			
QTY	Part #	Description	Price
1	DC13749	District & Campus Websites (Multiple URLs)	$14,850.00
1	Disc- E-Notes	Discount for E-Notes Competitive Bid	($9,723.07)
1	EV160-AC	E-Notes Voice: (Unlimited Call, Text & Email) Parent and Emergency Notification System to keep parents informed about upcoming events or alerted should there be an emergency. Delivers 3000 Calls per minute & 6000 SMS text per minute. Does not include teacher access to E-Notes. Includes Attendance Notification System: Call, Text, & E-Mail Parents when their child is absent from school, up to 3 times per day. Pricing Based on 13775 Students. **SIS Attendance Beta Release Discount of $1,377.50 applied**	$20,662.50
1	APB	Branded APP: Branded App Available in iTunes & Android Stores, App integrated with Website Content, Parents can Select Campus & Organizations for Calendars, News, Announcements, Push Notifications & much more.	$6,750.00
1	CC199	Online Store as part of existing website, including One (1) Merchant Account for Donations and Credit Card Transactions	$199.00
1	TL000	Integration with TeacherList.com to provide school supply lists directly to parents	Included
		Subtotal	**$32,738.43**

ONE TIME FEES			
QTY	Part #	Description	Price
1	APST	Branded App Setup	$2,500.00
1	Discount - App Setup	Discount for App Setup	$-1,500.00
		Subtotal	**$1,000.00**

Total $33,738.43

Thank you for the opportunity to serve Lawton Public Schools,

Mike Palmer, Territory Manager

218 North Third Ave
Durant, OK 74701
Office: (877) 810-6894
Fax: (866) 870-7198

Web Hosting License and Service Agreement

School Name	Lawton Public Schools	Service Dates	07/01/2020 - 6/30/2021
Address	753 Fort Sill Blvd.	Bid Number	DC781-Lawto-105
City, State, Zip	Lawton,OK 73507-1009	Main Phone	580-357-6900
Total Cost	$33,738.43		
Authorized Person	Kevin Hime	Authorized Title	Superintendent
Direct Phone	580-357-6900	E-Mail	

This Web Hosting contract is made and entered into on the date signed below, by and between Gabbart Enterprises, LLC dba Gabbart Communications, a corporation located in Durant, Oklahoma ("Provider") and **Lawton Public Schools** ("School").

SERVICES

Provider agrees to provide to the School the license and services as specified in the attached contract summary, referencing Bid #:**DC781-Lawto-105**.

RECITALS

School requested proposal for certain Gabbart Services. Provider submitted proposal to provide same. In accordance with the requirements of the regulations implementing the Act, School considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and/or products and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and School does hereby agree to accept and pay for the services quoted. By signing below, I the undersigned state that I have read fully and understand all terms and conditions represented in the contract, it's attachments and addendums. Furthermore, I agree to the aforementioned terms and conditions listed in the full agreement.

The term of this contract shall be commence on **07/01/2020** and shall terminiate on **6/30/2021**. The total cost of the Gabbart Services is based upon multiple factors including the total number of students, based upon the Average Daily Membership (ADM). This contract is billed annually.

Executed and delivered on the day and year first written above.

Accepted By:

Teddy Gabbart

Teddy Gabbart
President
Gabbart Communications
218 N. Third Ave.
Durant, OK 74701

05/12/2020
Date

Accepted By:

Signature

Name

Date

Title

218 North Third Ave
Durant, OK 74701
Office: (877) 810-6894
Fax: (866) 870-7198

Terms & Conditions

This agreement ("Terms and Conditions"), in addition to Bid Number listed above between Gabbart Communications ("Provider") and School, represents the complete understanding and agreement between Gabbart Communications and School. This Terms and Conditions agreement supersedes any other written agreement including, without limitation, digitized, computerized, oral agreement, and/or agreement by conduct, except when expressly agreed to the contrary in writing by Gabbart Communications.

In accordance with the Terms and Conditions, Gabbart Communications will provide services to the School in exchange for fees and full compliance with the following Terms and Conditions:

1. Provision of Gabbart Services

A) License
Gabbart Communications grants to School a limited, nonexclusive and nontransferable license to Gabbart Services. Exclusive proprietary title to all rights, patents, trademarks, copyrights, source code, graphic design, and images created by Gabbart Communications and trade secrets in all Gabbart Services shall remain with Gabbart Communications and no title to or ownership interest in Gabbart Services shall be transferred to School.

B) Installation, Training, Technical, and Support Services
Gabbart Communications shall provide Installation and Technical Services associated with the installation, management, and administration of Gabbart Services. Web based Training for district and campus website administrators is included. Training for teachers and support personnel is based upon proposal. Graphic Design services are included. Support is provided to all website users via telephone, chat, email, support portal and remote access on Monday - Saturday from 8am - 9pm. Email support, FAQ, and Video Training is available 24/7. Technical assistance needed for Registrar and DNS help is also provided at no additional charge.

C) Payment Method, Charges & Renewal
Gabbart Communications will invoice School as specified in the Agreement. Payment by School will be Net 30 of receipt of Correct Invoice. School agrees to pay for the services defined in contract. Gabbart Communications reserves the right to amend the fees and/or charges Annually. This agreement shall automatically renew for an additional one (1) year term, unless either party provides written notice to the other of its intent to terminate this agreement and contract per the written terms and conditions. In the event, notice shall be submitted in writing to the other party no less than thirty (30) days before the end of the current term. Otherwise, the agreement will remain in place and renew automatically for additional one year terms each year thereafter.

D) Domain Name Submissions and Registration
It is the schools responsibility to maintain ownership and renewal of their Domain Name. Gabbart Communications will assist in the services related to the registration of a domain name if needed. Provider is limited to the submission of the registration request to the appropriate registrar. Please note that each individual domain name constitutes a single submission. It is the School's sole responsibility to provide accurate domain name spelling and contact information.

E) Registry/Registrars' Terms & Conditions
Upon the School's registration of a domain name with any registry, the School will also be subject to the terms and conditions of the domain name dispute policy.

F) Management & Backup of Data
The School is solely responsible for adding content to contracted Gabbart Services. Gabbart Communications manages disaster recovery backups of all data including database, photos, videos, and audio files by the second for 30 days. After 30 days, a daily backup is kept for 5 years.

H) License to Occupy Only
The School acknowledges and agrees that any provision of Gabbart Services by Gabbart Communications to the School grants the School only a license to occupy the space on a server, and that the School has no real property interest in the space, software, server and equipment. Payment by the School for Gabbart Services does not create or vest in the School (or in any other party) any leasehold estate, easement, ownership interest, or other proprietary right or interest of any nature in any part of Gabbart Communications premises or facilities including, without limitation, the space, software, servers and equipment.

Gabbart COMMUNICATIONS

218 North Third Ave
Durant, OK 74701
Office: (877) 810-6894
Fax: (866) 870-7198

2. Obligations of School

In addition to the covenants provided by School within this Agreement, School specifically agrees to the following:

A) Gabbart Services Implementation

School shall designate a primary contact person and implementation team to work directly with Gabbart's Client Success Agents in the implementation of Gabbart Services and training personnel.

B) Promoting School Site

Permit Gabbart Communications or its designees and assigns to utilize School's Gabbart Services in sales demonstrations, marketing materials, and conferences to highlight how School is using Gabbart Services to existing and/or potential Schools.

C) Logos & Branding

Permit Gabbart Communications or its designees and assigns to place a logo at the bottom of the Gabbart Services, with a link to their website.

3. Copyright and Trademarks

A) Submitted Artwork

The school unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Gabbart Communications for inclusion in Gabbart Services are owned by the school, or that the school has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Gabbart Communications from any claim or suit arising from the use of such elements furnished by the School.

B) Public Domain Materials Defined

"Public Domain Materials" means materials (including, without limitation, information, artwork, images, pictures, text, video, audio, and programs) that are not subject to copyright, trademark, service mark, or any other intellectual property right restrictions or prohibitions. Except when prohibited by law, Public Domain Materials may be downloaded or uploaded using Gabbart Services. The School assumes all risks regarding the determination of whether or not any material is Public Domain Material.

C) Use of Copyrighted Materials

As provided by United States federal law and international treaties, copyrighted materials may not be uploaded using Gabbart Services without the express written permission of the copyright holder. Copyrighted materials may be downloaded using Gabbart Services FOR PERSONAL, NON-COMMERCIAL, and NON-PROFIT USE ONLY. Except as expressly permitted by law, copyrighted materials may not be distributed to others. The School may not change copyrighted materials and notices, including, without limitation, any author attribution notice.

D) Trademark & Copyright

All Gabbart Communications trademarks and logos contained in any and all materials and information are the property of Gabbart Communications. Use of such trademarks, logos, or copyrighted materials are strictly prohibited without the prior permission for use from the rightful owners.

4. Use of Gabbart Services

A) Gabbart Communications Right of Refusal & Termination

Gabbart Communications may, at its sole discretion, refuse Gabbart Services to any School, whether new or existing, and/or terminate the supply of Gabbart Services to the School, without any prior notice, if Gabbart Communications deems the School to be in violation of the Terms and Conditions, notwithstanding that the School may be in breach of any other agreement by complying with the Terms and Conditions.

B) School's Lawful Use

The School agrees to use the Gabbart Services as permitted by applicable laws, including, without limitation, local, state, and federal laws. The School agrees that the School may NOT use Gabbart Services to conduct or solicit any business or activity that is prohibited by law, libelous, or against any Gabbart Communications policy.

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5. Electronic Commerce Laws

The School agrees that the School is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend Gabbart Communications from any claim, suit, penalty, tax or tariff arising from the school's exercise of Internet electronic commerce.

6. Legal Notice

Gabbart Communications does not warrant that the functions contained in Gabbart Services will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design tools is with the school. Gabbart Communications expressly disclaims any responsibility for the content developed by School or its agents as allowed by the edit features available in and utilized through Gabbart Services. Further, no representations or warranties are made concerning the accuracy, completeness, timeliness, or reliability of any information contained in any site linked through Gabbart Services.

In no event will Gabbart Communications be liable to the school or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this Gabbart Services project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, or School's internal network, even if Gabbart Communications has been advised of the possibility of such damages. In no event shall Gabbart Communications, its officers, affiliates, agents, licensors, employees, or internet service providers be liable to School or any third party for any direct, indirect, incidental, special, or consequential damages whatsoever including, but not limited to, lost revenue, lot or damaged data, or other commercial or economical loss, whether based in contract, tort, or any other theory of liability.

7. Release of Liability

Gabbart Communications provides many communications tools for School Districts, Campuses, and Teachers to use in communicating with Parents, Students, and Community Members. These include but are not limited to web sites, lesson plans, Cashless Campus, mobile APP, SMS text, e-mail, and calling. Although Gabbart Communications provides the engine to deliver content, they are not liable for any actual content sent through their communications tools. Any and all liability is the sole responsibility of the individual who creates the content.

By signing BID #: **DC781-Lawto-105** you are releasing Gabbart Communications from any liability for information transmitted using any of Gabbart Communications tools.

8. Complete Agreement

The Terms and Conditions, in addition to any other specific agreement (if any) between Gabbart Communications and the School, constitute the complete understanding and agreement between the School and Gabbart Communications. Except when expressly agreed to the contrary in writing by Gabbart Communications, the Terms and Conditions supersedes any other written (including, without limitation, digitized/computerized) agreement, oral agreement, and/or agreement by conduct.

Terms

This Sales Order is valid until: 09/01/2020

Service will run from 07/01/2020 until 06/30/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $42,255.00. Services to begin upon the receipt of the PO and to continue through June 30, 2021.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.
Education List Pricing is only available for PreK-12 Education customers.
Please submit this price quote attachment with your Purchase Order.
Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

The customer is required to remit payment or provide a PO within 60 days of signing and/or accepting the Sales Order.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

_____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Elem $21,755.29
RSA (367)

Secondary $20,499.71
Title I (511)

$42,255.00

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: elainez@nearpod.com

Nearpod Confidential. All rights reserved.

LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
Athletic Department

Broadcast Agreement for Eisenhower High School Varsity Athletic Games

This agreement between the Lawton Public Schools Athletic Department and the Oklahoma Sports Network of Lawton, Oklahoma is for athletic events occurring during the 2020-2021 school year.

BROADCAST AGREEMENT TERMS

In exchange for the exclusive right to broadcast Lawton Public Schools varsity games, Oklahoma Sports Network will agree to the following:

1. The network agrees to pay the sum of $3,333 to the school athletic coordinator by April 30, 2021. A review of payment can be made in the event of school and sports cancelations.

2. The definition of the term "Broadcast" in this agreement refers to live play-by-play with video streaming, live updates, live and recorded spots or delayed play-by-play and playback.

3. The Network agrees to be responsible for all expenses incidental to setting up broadcasting arrangements.

4. Lawton Public Schools will not be liable for any expenses incurred by the network broadcasting the game.

5. There will be no destructive criticism of officials' decisions on the broadcast.

6. There will be no mention of injuries, unpreventable accidents or other incidents which may cause anxiety on the part of the viewers/listeners.

7. There will be no discussion of school or OSSAA policies which are controversial in nature.

8. The network will be responsible for all broadcast matter and broadcast personnel.

9. The network will not feed the broadcast of any game to any other radio station or will not delay broadcast of any game without the approval of the district's athletic director.

10. The network agrees to sell no advertising to companies who primarily sell or promote alcoholic beverages, tobacco products, or gaming.

11. The broadcast will consist of a pregame show of at least ten minutes, full coverage of the game itself, and a post game show of at least five minutes.

12. The network crew at the games will consist of no more than four persons. All members of the crew must be actively involved in producing the game as a play-by-play announcer, a color announcer, statistician or engineer/camera operator.

13. Only the four broadcast crew members will be admitted to the Press Box.

14. Except for intra-city games, broadcast rights will be exclusive to one local radio station or network and one out of town radio station per game. Broadcast rights for intra-city games will be given to both local stations or network that normally broadcast the games of the participating schools. The station which normally broadcast the games of the home team will broadcast from the home radio booth while the station which normally broadcast the games of the visiting school will broadcast from the visiting radio booth.

15. The network agrees to indemnify, hold harmless and defend Lawton Public Schools from any and all suits, judgments, claims and all charges and expenses incident thereto which arise out of this agreement unless such loss, damage or injury was caused by or resulted solely from the acts of omissions of an agent, representative or employee of the district.

16. Local stations/networks agree for one year to the terms of this agreement.

17. Lawton Public Schools channel may tie into live broadcast for a delayed television playback and any video tape sold. Commercials will be edited out of these broadcast.

18. Broadcast can be archived through June 30, 2021.

19. The network agrees that the games documented on the attached page will be covered.

OKLAHOMA SPORTS NETWORK

JAY BURK DATE

LAWTON PUBLIC SCHOOLS

CARLA CLODFELTER, PRESIDENT DATE
LAWTON BOARD OF EDUCATION

LAWTON PUBLIC SCHOOLS

Name: Gary Dees

Department: Athletics

OKLAHOMA SPORTS NETWORK		
Sponsorship Revenue	$10,000 sponsorship per year (2)	n/a
Schools Live Streamed	EHS, LHS, and MHS	n/a
Fall Sports Commitment	All Varsity Football Games, Minimum Of 5 Softball Games, Minimum Of 3 Volleyball Games	n/a
Winter Sports Commitment	Minimum of 5 boys and 5 girls basketball games, Minimum of 2 wrestling matches, swimming TBD	n/a
Spring Sports Commitment	Minimum of 5 Baseball Games, Minimum of 3 Boys And 3 Girls Soccer Games, Tennis TBD	n/a
Additional Sports Coverage	Football Coaches Show, Band Competition	n/a

LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
Athletic Department

Broadcast Agreement for Lawton High School Varsity Athletic Games

This agreement between the Lawton Public Schools Athletic Department and the Oklahoma Sports Network of Lawton, Oklahoma is for athletic events occurring during the 2020-2021 school year.

BROADCAST AGREEMENT TERMS

In exchange for the exclusive right to broadcast Lawton Public Schools varsity games, Oklahoma Sports Network will agree to the following:

1. The network agrees to pay the sum of $3,333 to the school athletic coordinator by April 30, 2021. A review of payment can be made in the event of school and sports cancelations.

2. The definition of the term "Broadcast" in this agreement refers to live play-by-play with video streaming, live updates, live and recorded spots or delayed play-by-play and playback.

3. The Network agrees to be responsible for all expenses incidental to setting up broadcasting arrangements.

4. Lawton Public Schools will not be liable for any expenses incurred by the network broadcasting the game.

5. There will be no destructive criticism of officials' decisions on the broadcast.

6. There will be no mention of injuries, unpreventable accidents or other incidents which may cause anxiety on the part of the viewers/listeners.

7. There will be no discussion of school or OSSAA policies which are controversial in nature.

8. The network will be responsible for all broadcast matter and broadcast personnel.

9. The network will not feed the broadcast of any game to any other radio station or will not delay broadcast of any game without the approval of the district's athletic director.

10. The network agrees to sell no advertising to companies who primarily sell or promote alcoholic beverages, tobacco products, or gaming.

11. The broadcast will consist of a pregame show of at least ten minutes, full coverage of the game itself, and a post game show of at least five minutes.

12. The network crew at the games will consist of no more than four persons. All members of the crew must be actively involved in producing the game as a play-by-play announcer, a color announcer, statistician or engineer/camera operator.

13. Only the four broadcast crew members will be admitted to the Press Box.

14. Except for intra-city games, broadcast rights will be exclusive to one local radio station or network and one out of town radio station per game. Broadcast rights for intra-city games will be given to both local stations or network that normally broadcast the games of the participating schools. The station which normally broadcast the games of the home team will broadcast from the home radio booth while the station which normally broadcast the games of the visiting school will broadcast from the visiting radio booth.

15. The network agrees to indemnify, hold harmless and defend Lawton Public Schools from any and all suits, judgments, claims and all charges and expenses incident thereto which arise out of this agreement unless such loss, damage or injury was caused by or resulted solely from the acts of omissions of an agent, representative or employee of the district.

16. Local stations/networks agree for one year to the terms of this agreement.

17. Lawton Public Schools channel may tie into live broadcast for a delayed television playback and any video tape sold. Commercials will be edited out of these broadcast.

18. Broadcast can be archived through June 30, 2021.

19. The network agrees that the games documented on the attached page will be covered.

OKLAHOMA SPORTS NETWORK

JAY BURK DATE

LAWTON PUBLIC SCHOOLS

CARLA CLODFELTER, PRESIDENT DATE
LAWTON BOARD OF EDUCATION

LAWTON PUBLIC SCHOOLS

Name: Gary Dees

Department: Athletics

OKLAHOMA SPORTS NETWORK		
Sponsorship Revenue	$10,000 sponsorship per year (2)	n/a
Schools Live Streamed	EHS, LHS, and MHS	n/a
Fall Sports Commitment	All Varsity Football Games, Minimum Of 5 Softball Games, Minimum Of 3 Volleyball Games	n/a
Winter Sports Commitment	Minimum of 5 boys and 5 girls basketball games, Minimum of 2 wrestling matches, swimming TBD	n/a
Spring Sports Commitment	Minimum of 5 Baseball Games, Minimum of 3 Boys And 3 Girls Soccer Games, Tennis TBD	n/a
Additional Sports Coverage	Football Coaches Show, Band Competition	n/a

LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
Athletic Department

Broadcast Agreement for MacArthur High School Varsity Athletic Games

This agreement between the Lawton Public Schools Athletic Department and the Oklahoma Sports Network of Lawton, Oklahoma is for athletic events occurring during the 2020-2021 school year.

BROADCAST AGREEMENT TERMS

In exchange for the exclusive right to broadcast Lawton Public Schools varsity games, Oklahoma Sports Network will agree to the following:

1. The network agrees to pay the sum of $3,333 to the school athletic coordinator by April 30, 2021. A review of payment can be made in the event of school and sports cancelations.

2. The definition of the term "Broadcast" in this agreement refers to live play-by-play with video streaming, live updates, live and recorded spots or delayed play-by-play and playback.

3. The Network agrees to be responsible for all expenses incidental to setting up broadcasting arrangements.

4. Lawton Public Schools will not be liable for any expenses incurred by the network broadcasting the game.

5. There will be no destructive criticism of officials' decisions on the broadcast.

6. There will be no mention of injuries, unpreventable accidents or other incidents which may cause anxiety on the part of the viewers/listeners.

7. There will be no discussion of school or OSSAA policies which are controversial in nature.

8. The network will be responsible for all broadcast matter and broadcast personnel.

9. The network will not feed the broadcast of any game to any other radio station or will not delay broadcast of any game without the approval of the district's athletic director.

10. The network agrees to sell no advertising to companies who primarily sell or promote alcoholic beverages, tobacco products, or gaming.

11. The broadcast will consist of a pregame show of at least ten minutes, full coverage of the game itself, and a post game show of at least five minutes.

12. The network crew at the games will consist of no more than four persons. All members of the crew must be actively involved in producing the game as a play-by-play announcer, a color announcer, statistician or engineer/camera operator.

13. Only the four broadcast crew members will be admitted to the Press Box.

14. Except for intra-city games, broadcast rights will be exclusive to one local radio station or network and one out of town radio station per game. Broadcast rights for intra-city games will be given to both local stations or network that normally broadcast the games of the participating schools. The station which normally broadcast the games of the home team will broadcast from the home radio booth while the station which normally broadcast the games of the visiting school will broadcast from the visiting radio booth.

15. The network agrees to indemnify, hold harmless and defend Lawton Public Schools from any and all suits, judgments, claims and all charges and expenses incident thereto which arise out of this agreement unless such loss, damage or injury was caused by or resulted solely from the acts of omissions of an agent, representative or employee of the district.

16. Local stations/networks agree for one year to the terms of this agreement.

17. Lawton Public Schools channel may tie into live broadcast for a delayed television playback and any video tape sold. Commercials will be edited out of these broadcast.

18. Broadcast can be archived through June 30, 2021.

19. The network agrees that the games documented on the attached page will be covered.

OKLAHOMA SPORTS NETWORK

JAY BURK DATE

LAWTON PUBLIC SCHOOLS

CARLA CLODFELTER, PRESIDENT DATE
LAWTON BOARD OF EDUCATION

LAWTON PUBLIC SCHOOLS

Name: Gary Dees

Department: Athletics

OKLAHOMA SPORTS NETWORK		
Sponsorship Revenue	$10,000 sponsorship per year (2)	n/a
Schools Live Streamed	EHS, LHS, and MHS	n/a
Fall Sports Commitment	All Varsity Football Games, Minimum Of 5 Softball Games, Minimum Of 3 Volleyball Games	n/a
Winter Sports Commitment	Minimum of 5 boys and 5 girls basketball games, Minimum of 2 wrestling matches, swimming TBD	n/a
Spring Sports Commitment	Minimum of 5 Baseball Games, Minimum of 3 Boys And 3 Girls Soccer Games, Tennis TBD	n/a
Additional Sports Coverage	Football Coaches Show, Band Competition	n/a

School Safe ID, LLC
3400 NW 135th Street
Oklahoma City, OK 73120 US
877-565-0182
bart.baker@schoolsafeid.com
www.schoolsafeid.com

Estimate

ADDRESS
Lynn Cordes
Lawton Public Schools
753 Fort Sill Blvd.
Lawton, Oklahoma 73507

SHIP TO
Lynn Cordes
Lawton Public Schools
753 Fort Sill Blvd.
Lawton, Oklahoma 73507

ESTIMATE # 1289
DATE 05/13/2020

PURCHASE ORDER#:
Software and scanner only

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	schoolSAFEid software - annual site license	software license	27	499.00	13,473.00
	schoolSAFEid (Card Only) software	Student and Staff ID Software - INCLUDED with Visitor Management System	1	0.00	0.00
	Driver's License Scanner	Driver's License Scanners compatible with our software	27	199.00	5,373.00

TOTAL **$18,846.00**

Accepted By

Accepted Date

We appreciate your business!

LAWTON PUBLIC SCHOOLS
PO BOX 1009
LAWTON, OKLAHOMA

MEMORANDUM OF UNDERSTADING (MOU) FOR CONSULTANT SERVICES

LAWTON PUBLIC SCHOOLS (LPS) HEREBY COMMITS WITH
The K20 Center for Educational and Community Renewal

TO PROVIDE CONSULTANT SERVICES AS LISTED BELOW:

Grant Evaluator for Grant 775 (HE1254-17-1-0037)

THE CHARGE WILL BE ALL INCLUSIVE FOR CONSULTANT FEE, TRANSPORTATION, LODGING, MEALS, ETC. $ 6,000.00

DATE(S) OF SERVICE: July 1, 2020 – June 30, 2021

PLACE OF SERVICE: Shoemaker Education Center

CONSULTANT'S SPECIAL TERMS OR CONDITIONS: Evaluator report due in October 2020, one lump payment will be made then and the rest of the year is only under contract for consulting questions.

IN THE EVENT OF UNFORESEEN CIRCUMSTANCES, EVERY EFFORT WILL BE MADE TO RE-SCHEDULE WITHIN THE SAME FISCAL YEAR.

SPECIFIC CONDITIONS OR EQUIPMENT NEEDS WILL BE DISCUSSED WITH THE CONTACT PERSON LISTED BELOW.

LPS Contact Person:
Diana Landoll
Grants Director
580-357-6900 Ext 2057
dlandoll@lawtonps.org

Consultant Signature _____ 5.19.2020
Phone (405) 325-1267
E-Mail _____

BOARD APPROVAL

_____
PRESIDENT, LAWTON BOARD OF EDUCATION

Lawton Public School District I-008

Response to Request for Quotation

May 19th, 2020

Lawrence Ross Jr.
Email: Lawrence.ross@verizonwireless.com
Phone: 405.508.0858

Thank you for the opportunity to submit the attached quotation for Verizon Wireless products and services.
We recommend purchasing utilizing the pre-negotiated pricing, terms, and conditions offered by Verizon Wireless through the State of Tennessee contract RSWC-3830-DATA/RSWC-321 VOICE (the "State Contract") effective June 1, 2002/June 1, 2001 respectively, as amended, which offers a significantly higher discount than your organization would otherwise qualify for as a single entity purchasing under a stand-alone contract.

The pricing on this quotation is offered under the terms and conditions of the State Contract (which has pre-negotiated terms, conditions, and pricing) and is valid for ninety (90) days from the date of this letter, except for promotional pricing which may expire sooner. Other than the terms and conditions of the State Contract, this quotation does not incorporate or include any other prior written or oral communications, materials, documents, representations or presentations of any kind. In the event of any inconsistency between this quotation and the State Contract, the terms and pricing of the State Contract will be controlling.

In the event you award your business to Verizon Wireless, the Agreement between the parties shall be governed by the terms and conditions of the State Contract. For your convenience, we have included price plan terms and conditions for the plans quoted as well as information about other wireless plans available under the State Contract at the end of the quotation.

Verizon Wireless would like to recommend the following price plan offers. Please also refer to the Verizon Wireless Pricing Sheet attached in the proposal for all details.

Plans:

Price Plan	Monthly Charge	Number of Lines	Total Monthly Charge	Total Annual Charge
Mobile Broadband Unlimited + DTL 25GB	$39.99	1500	$59,985	$719,820
Broadband Hotspot Management	$1.49	1500	$2235	$26,820
Totals	-	1500	$62,220	$746,640

Equipment Offers:

Equipment	Full Retail Price	Promo Price	Quantity	Total One-Time Charge
Verizon Jetpack MiFi 8800L	$199.99	$99.99	1500	$149,985

One-time Equipment Offer

Verizon Wireless is pleased to offer the following One-Time Equipment Offer to Lawton Public Schools ("Customer").

Availability:	**Offer Requirements:** Offer is contingent on Customer purchasing a minimum of one-thousand-five-hundred (1,500) of the following devices and activating the devices in accordance with the Purchase Requirements within thirty (30) days of the Effective Date ("Promo Period"). **Eligible Subscriber Lines:** Customer's net new eligible Government Subscriber lines qualify to receive this Offer. This Offer must be accepted and by June 27, 2020 or it will expire.
One-Time Equipment Offer:	**Purchase Requirements**: Offer is contingent on Customer; a) activating a minimum of one-thousand-five-hundred (1,500) Eligible Subscriber lines on the Eligible Device, and b) activating the Eligible Device on a mobile broadband plan with a monthly access fee of $39.99 or higher, within the Promo Period. **Eligible Device:** • ***Verizon MiFi Jetpack 8800L – SKU: MIFI8800L*** at a cost of $0.00, while supplies last. **Limit one (1) Eligible Device per Eligible Subscriber Line.** ***Please Note: Customer must meet one of the following conditions; 1) Subscribers are using the VZW MDM, or, 2) Subscribers are on an account using a VPN. Additionally, Customer must receive written prior approval from Verizon Wireless to use these devices internationally. No exceptions.*** ***Please Note: Eligible Subscriber Lines require a device with carrier aggregation capabilities and with all bands of LTE coverage.*** ***Please Note: All Eligible Devices purchased under this Offer must be activated during the Promo Period of this Agreement to receive the pricing in this Offer. Any equipment purchased under this Offer before or after the Promo Period will not count toward Customer's Purchase Requirements and will be ineligible for this pricing. No exceptions.***

Terms and Conditions:	**This Offer is subject to availability and is not subject to any substitutions. This Offer <u>cannot</u> be combined with any other equipment or accessory offers, credits, discount programs, or promotions.** **<u>Eligible Device Recovery</u>:** Any Eligible Device purchased under this Offer is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer disconnects the Eligible Device from the network, at any time during the first twelve (12) months after the Eligible Device is activated, the Customer shall pay a Subsidy Recovery as defined below. Subsidy Recovery: Verizon Wireless is able to make these Eligible Devices available to our Government eligible customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the Customer meeting certain conditions. Here, if the Customer purchases an Eligible Device from Verizon Wireless at a discounted price and then disconnects that Eligible Device from the Verizon network prior to the expiration of twelve (12) months after the date of activation, Verizon Wireless may recover a Subsidy Recovery for the disconnected Eligible Device. **The Subsidy Recovery will be the difference between the $199.99 full retail price of the Eligible Device at time of purchase and the discounted price paid by the Customer for the Eligible Device, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/12 of that amount for each month the Eligible Device was connected to the line of service.** This Offer is not available for entities eligible for E-Rate funding that purchase under the Lawton Public Schools account. Deployment, equipment and/or accessory incentives are extended for net new business from Lawton Public Schools and expressly exclude business from E-Rate eligible customers. This Offer is subject to the terms and conditions of the NASPO ValuePoint Master Contract #1907 and the State of Oklahoma Participating Addendum.

Acknowledgement Options
You may sign a printed copy of this form and return it via fax, mail, or in-person.
By exercising either of the reply options listed above, **I acknowledge that I have received the attached limited time Offer and that I agree to the terms and conditions set forth.**

Eligible Customer/Company Name: **Lawton Public Schools**	
Customer Print Name/Title:	Profile ID: **3612178**
Authorized Signature:	Effective Date:
MAM/NAM/BAE Completed By:	

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

BRANCH: 290-OKC

OKLAHOMA

EQUIPMENT RENTAL AGREEMENT

RENTED TO: Lawton Public school child nutrition ADDRESS: 1901 W Lee Blvd CITY LAWTON STATE OK ZIP 73505
PHONE NUMBER: 580-355-1150 P.O. # opt #2 Patsy Sampley

W&B RENTAL #: WB 1043
TRAILER VIN: 1PT01ANH829000585
MAKE & MODEL: Trailmobile Reefer
TRAILER TYPE: Reefer
UNIT SERIAL NO: GAY90530852
LICENSE NO. & STATE: 23TR1525D MAINE

DATE RENTAL BEGINS: 5-27-2020
Short Term (1 mo. w/ automatic mo. /mo. renewal. State sales tax rate) _____
Multi-Month (More than 30 days, less than 180. State sales tax rate) _____
EXEMPT (181 Day Rental or Qualified institution) _____
*If customer returns before 181 days, State requires tax to be collected over term.

FUEL: IN _____ OUT Full
HOURS: IN _____ OUT 21455

RENTAL SCHEDULE:
No. Of Days _____ @ Per Day $_____
No. Of Weeks _____ @ Per Week $_____
No. Of Months _____ @ Per Month $ 1,600.00

TOTAL:
Clean up charge: $_____
Pick-up and Delivery charge: $ 400.00 Total
Repairs Made: $_____
Unit Hourly Charge: $_____

GRAND TOTAL: $_____

DATE RENTAL RETURNED: _____ or **Estimated Date** _____

This agreement becomes effective when the equipment is received by Renter or his agent and is subject to the terms and conditions stated herein. All expenses incurred for the operation of the Trailer and the refrigeration Unit is the sole responsibility of the Renter. The Renter agrees to have the refrigeration unit service at W&B Service Company or an authorized Carrier dealer for service or repairs. The Renter agrees to return said equipment in a clean condition or pay applicable clean up charge. The equipment will be returned in the same condition as when received or Renter will pay to W&B Service Company, reasonable repair charges. The Renter agrees not to carrier corrosive chemicals, hazardous materials or load onto the railroad. The renter also agrees to the following: **"No cadavers, body parts, or animal remains may be hauled in the trailer." If they are hauled in the trailer, it will result in an automatic forfeit in rental and you will be required to purchase these trailers at current market value.**
W&B Service Company and its Agents accept absolutely no responsibility for any loss of product, time or service for any mechanical failure or for any reason of any kind during the duration of the Rental agreement. The Renter will indemnify W&B Service Company against any and all losses, costs, liabilities including alleged losses by third parties up to and including loss of life which may occur during the term of this agreement. The Renter will provide W&B Service Company with a certificate of insurance listing W&B Service Company as additionally insured by an insurance company licensed to do business in the state where the lease is effective, providing coverage's as described in the attached addendum. Renter agrees the indemnity will not be limited by insurance maximums.
The above Renter agrees to rent on a month-to-month basis from W&B Service Company, the equipment described herein. Renter also understands that W&B Service Company in no way guarantees the mechanical condition and no refund or discount of rent will be allowed for any repairs made to Trailer or Reefer during the Rental period. The foregoing also includes Tires, Tire Repair, Brakes, Drums, ABS System, Suspension, Refrigerant, or Refrigeration Repairs required during Rental period.
All equipment is rented "AS IS". It is the responsibility of the Renter to inspect equipment prior to signing the Rental Agreement. Renter agrees that they have the sole responsibility to determine that the trailer meets all applicable DOT regulations and is suitable for the purposes intended. Renter agrees that they have the sole responsibility to determine that the refrigeration unit meets all applicable CARB regulations and is suitable for the purposes intended.

W&B SERVICE COMPANY, LP
5-27-2020
DATE

RENTER SIGNATURE
5-27-2020
DATE

TC-1f
5/27/2020
EMERGENCY APPROVAL

Remarks:

_____

_____

_____

CUSTOMER INSURANCE REQUIREMENTS

The Lease Agreement requires the Lessee to provide liability and physical damage insurance coverage on all units while on hire. No equipment will be released to a Lessee until W&B Service Company, LP (W&B) verifies the customer's insurance coverage. This requires that Lessee provide a "Certificate of Insurance" (COI) to W&B as evidence of insurance coverage. The information below establishes the insurance requirements for leasing equipment from W&B:

All policies of insurance covering lessee shall be issued by an insurer satisfactory to W&B and shall contain the following provisions:

1) Such coverage will be primary and all other coverage's enforced secondarily.

2) The interest of W&B will be insured regardless of any breach or violation of any warranties, declarations or conditions contained in such policies; and

3) If any such policy shall be cancelled or materially changed, such cancellation or change will not be effective until thirty (30) days after written notice thereof.

4) Lessee shall furnish W&B with certificates of such insurance and all such certificates shall show "W&B Service Company, LP" as certificate holder, additional named insured and loss payee for auto liability and shall require notice to W&B of any modifications of cancellation as provided above.

5) Contingency coverage will not be accepted under any circumstances.

UNITS LICENSED FOR ROAD USE

Auto Liability Coverage

- Evidence of coverage in an amount not less than combined single limit of $1,000,000 per occurrence.
- All certificates shall show "W&B Service Company, LP" as an additional named insured and loss payee for auto liability and shall require notice to W&B of any modifications or cancellation as provided above.

Physical Damage Coverage

- While a unit is on hire, the lessee is responsible for all physical damage to, or loss or destruction thereof, however caused. We require that the Lessee provide comprehensive physical damage insurance including fire and theft, collision, and combined additional coverage for trailer.
- Evidence of coverage must set forth any applicable comprehensive and collision deductibles.

Storage Trailer

General Liability

- Evidence of coverage in an amount not less than a combined single limit of $1,000,000 per occurrence.

Physical Damage

- Property damage coverage in an amount at least equal to the stipulated loss value of the equipment.
- Coverage must also include an endorsement for property not owned by but in the care, custody and control of the lessee.

W&B Service Company

TRAILER RELEASE/RECEIPT

1200 N Main St. - Duncanville, TX 75116
PHONE (214) 742-2471 - FAX (214) 742-5605

DATE IN/ OUT: 5.26.2020

TIME IN/ OUT: _____

CUSTOMER: Lawton Public School Child Nutrition 1901 W Lee BLVD Lawton OK

STK #: WB 1073 S/ N: 1PT01ANH829000585

DESCRIPTION: _____

CONDITION: Scratch on left Side Lower Bottom Front to BACK Dent left-Top Porta cap Scratchs on Right Side TAL.

RELEASED/ RECEIVED BY: _____

IT IS AGREED AND UNDERSTOOD THAT BUYER HAS PURCHASED AND ACCEPTS DELIVERY HEREBY OF THE SPECIFIED TRAILER(S) SUBJECT TO ANY DEFECTS OF ANY NATURE WHETHER NOW EXISTING AND EVIDENT, OR ABOUT WHICH BUYER SHALL HEREAFTER ACQUIRE KNOWLEDGE BY WHATEVER MEANS, AND HEREBY AGREES TO HOLD SELLER FOREVER RELEASED FROM ANY CLAIM WHICH BUYER MIGHT RAISE AT A LATER DATE AS TO ANY SUCH DEFECT.

23TKR 15250 MAINE
TRAILER LICENSE PLACE #

CUSTOMER SIGNATURE

BRANCH: 290-OKC

OKLAHOMA

EQUIPMENT RENTAL AGREEMENT

RENTED TO: Law for Public Schools Child Nutrition ADDRESS: 1901 West Lee Blvd CITY Lawton STATE OK ZIP 73505
PHONE NUMBER: 580-355-1150 P.O. # _____
Opt. #2 Patsy Sampley

W&B RENTAL #: WB 1109
TRAILER VIN: 1GYVS25315L449302
MAKE & MODEL: Great Dane Reefer
TRAILER TYPE: Reefer
UNIT SERIAL NO: JAW907564179
LICENSE NO. & STATE: B667871 MN

DATE RENTAL BEGINS: 5-26-2020
Short Term (1 mo. w/ automatic mo. /mo. renewal. State sales tax rate) _____
Multi-Month (More than 30 days, less than 180. State sales tax rate) _____
EXEMPT (181 Day Rental or Qualified institution) _____
***If customer returns before 181 days, State requires tax to be collected over term.**

FUEL: IN _____ OUT Full
HOURS: IN _____ OUT 13679

RENTAL SCHEDULE:
No. Of Days _____ @ Per Day $_____
No. Of Weeks _____ @ Per Week $_____
No. Of Months 2 @ Per Month $1,600.00

TOTAL:
Clean up charge: $_____
Pick-up and Delivery charge: $400.00 Total
Repairs Made: $_____
Unit Hourly Charge: $_____

GRAND TOTAL: $_____

DATE RENTAL RETURNED: _____ or **Estimated Date** _____

This agreement becomes effective when the equipment is received by Renter or his agent and is subject to the terms and conditions stated herein. All expenses incurred for the operation of the Trailer and the refrigeration Unit is the sole responsibility of the Renter. The Renter agrees to have the refrigeration unit service at W&B Service Company or an authorized Carrier dealer for service or repairs. The Renter agrees to return said equipment in a clean condition or pay applicable clean up charge. The equipment will be returned in the same condition as when received or Renter will pay to W&B Service Company, reasonable repair charges. The Renter agrees not to carrier corrosive chemicals, hazardous materials or load onto the railroad. The renter also agrees to the following: **"No cadavers, body parts, or animal remains may be hauled in the trailer." If they are hauled in the trailer, it will result in an automatic forfeit in rental and you will be required to purchase these trailers at current market value.**
W&B Service Company and its Agents accept absolutely no responsibility for any loss of product, time or service for any mechanical failure or for any reason of any kind during the duration of the Rental agreement. The Renter will indemnify W&B Service Company against any and all losses, costs, liabilities including alleged losses by third parties up to and including loss of life which may occur during the term of this agreement. The Renter will provide W&B Service Company with a certificate of insurance listing W&B Service Company as additionally insured by an insurance company licensed to do business in the state where the lease is effective, providing coverage's as described in the attached addendum. Renter agrees the indemnity will not be limited by insurance maximums.
The above Renter agrees to rent on a month-to-month basis from W&B Service Company, the equipment described herein. Renter also understands that W&B Service Company in no way guarantees the mechanical condition and no refund or discount of rent will be allowed for any repairs made to Trailer or Reefer during the Rental period. The foregoing also includes Tires, Tire Repair, Brakes, Drums, ABS System, Suspension, Refrigerant, or Refrigeration Repairs required during Rental period.
All equipment is rented "AS IS". It is the responsibility of the Renter to inspect equipment prior to signing the Rental Agreement. Renter agrees that they have the sole responsibility to determine that the trailer meets all applicable DOT regulations and is suitable for the purposes intended. Renter agrees that they have the sole responsibility to determine that the refrigeration unit meets all applicable CARB regulations and is suitable for the purposes intended.

W&B SERVICE COMPANY, LP

5-26-2020
DATE

RENTER SIGNATURE

EMERGENCY APPROVAL 5/26/2020

5/26/2020
DATE

Remarks:

_____

_____

_____

CUSTOMER INSURANCE REQUIREMENTS

The Lease Agreement requires the Lessee to provide liability and physical damage insurance coverage on all units while on hire. No equipment will be released to a Lessee until W&B Service Company, LP (W&B) verifies the customer's insurance coverage. This requires that Lessee provide a "Certificate of Insurance" (COI) to W&B as evidence of insurance coverage. The information below establishes the insurance requirements for leasing equipment from W&B:

All policies of insurance covering lessee shall be issued by an insurer satisfactory to W&B and shall contain the following provisions:

1) Such coverage will be primary and all other coverage's enforced secondarily.

2) The interest of W&B will be insured regardless of any breach or violation of any warranties, declarations or conditions contained in such policies; and

3) If any such policy shall be cancelled or materially changed, such cancellation or change will not be effective until thirty (30) days after written notice thereof.

4) Lessee shall furnish W&B with certificates of such insurance and all such certificates shall show "W&B Service Company, LP" as certificate holder, additional named insured and loss payee for auto liability and shall require notice to W&B of any modifications of cancellation as provided above.

5) Contingency coverage will not be accepted under any circumstances.

~~*UNITS LICENSED FOR ROAD USE*~~

Auto Liability Coverage

- Evidence of coverage in an amount not less than combined single limit of $1,000,000 per occurrence.
- All certificates shall show "W&B Service Company, LP" as an additional named insured and loss payee for auto liability and shall require notice to W&B of any modifications or cancellation as provided above.

Physical Damage Coverage

- While a unit is on hire, the lessee is responsible for all physical damage to, or loss or destruction thereof, however caused. We require that the Lessee provide comprehensive physical damage insurance including fire and theft, collision, and combined additional coverage for trailer.
- Evidence of coverage must set forth any applicable comprehensive and collision deductibles.

Storage Trailer

General Liability

- Evidence of coverage in an amount not less than a combined single limit of $1,000,000 per occurrence.

Physical Damage

- Property damage coverage in an amount at least equal to the stipulated loss value of the equipment.
- Coverage must also include an endorsement for property not owned by but in the care, custody and control of the lessee.

W&B Service Company

TRAILER RELEASE/RECEIPT

1200 N Main St. - Duncanville, TX 75116
PHONE (214) 742-2471 - FAX (214) 742-5605

DATE IN/ OUT: 5-27-2020

TIME IN/ OUT: _____

CUSTOMER: Lawton Public Schools Child Nutrition 1901 west Lee BLVD Lawton OK

STK #: WB 1109 S/ N: 1UYVS2531S 449302

DESCRIPTION: GReat Dane Reefer

CONDITION: Scratch From Roof to Rear AT Top on Left Side

RELEASED/ RECEIVED BY: _____

IT IS AGREED AND UNDERSTOOD THAT BUYER HAS PURCHASED AND ACCEPTS DELIVERY HEREBY OF THE SPECIFIED TRAILER(S) SUBJECT TO ANY DEFECTS OF ANY NATURE WHETHER NOW EXISTING AND EVIDENT, OR ABOUT WHICH BUYER SHALL HEREAFTER ACQUIRE KNOWLEDGE BY WHATEVER MEANS, AND HEREBY AGREES TO HOLD SELLER FOREVER RELEASED FROM ANY CLAIM WHICH BUYER MIGHT RAISE AT A LATER DATE AS TO ANY SUCH DEFECT.

B667871 MAine

TRAILER LICENSE PLACE #

CUSTOMER SIGNATURE

Lawton Public Schools
Business Operations
Report of the Clerk
June 25, 2020

REQUEST APPROVAL OF FY 2020-2021 RECURRING (ANNUAL) CONTRACTS:

(documents are attached in agenda)

Accelerate Education — Alternative Ed Supplement (127)
Software and training for personalized learning at Gateway

Advanced Cabling Systems — Genetec Advantage — General Fund (11)
Building Security and Cameras

Allied Lab Inc — General Fund (11)
Student random drug testing
Bus Drivers and Employees

Barry Beauchamp — Consultant for Impact Aid for 2020-2021 — General Fund (11)

Cameron University
Annual Fee Waiver Request 2020-2021 - use of facilities for stadium or meeting rooms
Off-Campus Concurrent Enrollment - all 3 high schools

Collect-Ed LLC — E-Rate Form Services Agreement — General Fund (11)
Service Agreement for Funding Year 2021-2022

Crossroads Youth & Family Services Inc — 2020-2021
Special Services Agreement
Lease Agreement for Head Start/Early Head Start Programs
501 NW Woodridge Drive, Lawton, OK 73507

Dell Microsoft Campus Agreement — General Fund (11)
Districtwide Licenses for Chromebooks

Edgenuity — State Grant (361)
Courseware (including Odysseyware) for Gateway Success Center — ACE Technology

Edmentum — PLATO — Alternative Ed Supplement (127)
Courseware for special needs students in all programs at Gateway Success Center

Eduskills LLC — Technical Support Database — Fed Grant Title III (572)
English Learners

Employee Evaluation Systems Inc — 2020-2021 — General Fund (11)
Web-based evaluation systems for OKTLE (teachers), McRel (principals/admin)

Follett Book Fairs — Activity Fund (60)
Any school within the district, anytime, throughout the 2020-2021 school year

Follett School Solutions Inc — Maintenance Quote for 2020-2021 — General Fund (11)
Destiny Resource Management for libraries districtwide

Frontline Technologies — 2020-2021 — General Fund (11)
Absence Management Solution (SubFinder) and Frontline Central (Employee Processing)

Lawton Public Schools
Business Operations
Report of the Clerk
June 25, 2020

REQUEST APPROVAL OF FY 2020-2021 RECURRING (ANNUAL) CONTRACTS: (CONT'D)
(documents are attached in agenda)

Gale/Cengage Learning — General Fund (11)
Student resources at high schools

Great Plains Technology Center
Online Academics
Project Lead the Way (PLTW) courses

Green Family Investments LP — Extension of Lease Agreement 2020-2021 — General Fund (11)
421 Simpson — used to house Grounds Dept and storage

Healthcare Safety Solutions Inc — 2020-2021 — General Fund (11)
Loss Control Service Agreement - Workers' Compensation

Insurica — Insurance Summary for 2020-2021 (document attached Part 1, Part 2, Part 3)

Johnson-O'Malley Program — Federal Programs (563)
Parent Committee By-Laws and Grievance and Appeal Procedures

Kenny Heitzman — Commissioner/Assignor for Big Ten Conference — Activity Fund (60)
District Athletic Program — Varsity Football Officials assigned for Fall, 2020

Kiowa Tribe of Oklahoma — 2020-2021
Head Start Program Preschool Services
Head Start Transition Program

Lawton City Transit Trust (CTT) (LATS) — Memorandum of Agreement — General Fund (11)
Providing free rides for middle & high school students and staff during 2020-2021

MAX Teaching — Consultant Services — Federal Grant (779)
MHS - Training for all teachers — DoDEA MCASP High School
(originally scheduled for April & May, materials previously received)

Oklahoma Department of Rehabilitation Services (DRS) — 2020-2021 — General Fund (11)
Transition School-to-Work: Work Study
Transition Work Adjustment Training

Oklahoma School Assurance Group (OSAG)
2020-2021 Workers' Compensation Insurance — $741,000.00 — General Fund (11)

Oklahoma Schools Insurance Group (OSIG)
Resolution of Lawton Board of Education ISD#8 to Join OSIG

Oklahoma Secondary School Activities Association (OSSAA)
Pilot Cooperative Activities Program 2020-2021 — CMS & TMS Wrestling
Cooperative Swimming/Diving Program 2020-2021 — EHS, LHS & MHS Swimming

OneNet — Archival Storage 2020-2021 — General Fund (11)
Media/Technology Center

OSSBA Membership Renewal — 2020-2021 — General Fund (11)

OSSBA Policy Renewal — 2020-2021 — General Fund (11)

Lawton Public Schools
Business Operations
Report of the Clerk
June 25, 2020

REQUEST APPROVAL OF FY 2020-2021 RECURRING (ANNUAL) CONTRACTS: (CONT'D)
(documents are attached in agenda)

Rosenstein, Fist & Ringold (Karen Long) Legal Services for 2020-2021			General Fund (11)
Rushworks.TV Districtwide communications	TV support		General Fund (11)
Scantron Testing - Scantools SW Testing - Optical Mark Reader	S/N 006111935 S/N 0606498	$100.00 $1,147.00	General Fund (11)
Schindler Elevator Corporation Elevator Maintenance for LHS and Freedom Elementary			Building Levy (21)
Scholastic Book Fairs Any school within the district, anytime, throughout the 2020-2021 school year			Activity Fund (60)
Sherlock Services Payroll printer maintenance			General Fund (11)
Sodexo Operations LLC Child Nutrition Program	Amendment		General Fund (11)
Sooner Security Monitor & service burglar alarms Monitor fire alarms	2020-2021		Building Fund (21)
Tech-Now Site Agreements EHS LHS MHS	2020-2021		Fed Grant - Sp Ed (621)
ThyssenKrupp Elevator Corporation Elevator Maintenance for EHS, MHS, Pat Henry, Shoemaker, & Media Center			Building Fund (21)
Trinity3 Technology Internet Filter Security System	GoGuardian Licenses		General Fund (11)
Unite Private Networks LLC Internet Wiring Services	Mutual Ratification Acknowledgment		
Verizon 4 emergency cell phones and hot spots			General Fund (11)
Vic's Telecommuniations District Technology	software maintenance on phone system		General Fund (11)
Weidenhammer Systems Corporation Alio Software Maintenance Renewal Alio Hardware (Servers) Maintenance	2020-2021		General Fund (11)
YMCA Swim Team practices	Use of Facilities Agreement		General Fund (11)

ACCELERATE EDUCATION

QUOTE

Bill To:

Lawton Public Schools
102 E Gore Blvd
Lawton, OK 73501

Submitted By: Jim Benitez
Phone: 206-755-4687
Date: 5/11/2020
Expiration: 5/11/2020
Quote #: Q00100

150	Grades 6-12 PL Seat	Personalized Learning Licenses include up to 6 courses / Per Student / Per Semester for the academic school year. Students with more than 6 courses per semester will incur Individual Course fees. Course selections are limited to the Personalized Learning Catalog.	$159.00	$23,850.00

Additional Information

Subtotal	$23,850.00
Tax	$0.00
Total	$23,850.00

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

Quotation prepared by: Jim Benitez

This is a quotation on the goods named above, subject to the conditions of the signed contract.

To accept this quotation, sign here and return: _____

ADVANCED
CABLING • FIRE • SECURITY
A Division of ADT Commercial

3158 S 108th E Ave, Ste 250
Tulsa, Oklahoma 74146
Phone 918.893.3444
Fax 918.893.4600
www.advancedcablingsystems.com

Changing the way you view technology!

PROJECT: Genetec Advantage Renewal Quote **DATE: 4/21/2020**
LOCATION: Lawton, OK
PREPARED FOR: A.J. Watson

SCOPE OF WORK: **Lawton Public Schools 2020-2021 Genetec Advantage Renewal**

We propose to provide the materials and labor for a complete installation of the following system(s):

Genetec™ Advantage CONTRACT: 01-9560-1113

Current Genetec™ Advantage Contract Period	
Start	01-Aug-2019
End	31-Jul-2020

New Genetec™ Advantage Contract Period	
Start	01-Aug-2020
End	31-Jul-2021

Genetec™ Advantage Coverage: 1 year

System(s) covered under this contract
System ID: GSC-131110-335209
System Name: Lawton Public Schools

Genetec Advantage Renewal Commitment

Quantity	Model #	Description
331	ADV-RE-CAM-E-1Y	Genetec™ Advantage Renewal for 1 Omnicast Enterprise Camera – 1 year
157	ADV-RE-RDR-E-1Y	Genetec™ Advantage Renewal for 1 Synergis Enterprise Reader – 1 year

Genetec 1 Year Advantage Coverage Total = $19,062.00

Initial Above If Accepted

Multi-Year Options Available:

Part Description	Grand Total Price	You Save	Initial if Accepted
2 Year Genetec™ Advantage Renewal - Upfront Commitment (expires on 31-Jul-2022)	**$35,264.47**	**$2,859.53**	_____
3 Year Genetec™ Advantage Renewal - Upfront Commitment (expires on 31-Jul-2023)	**$48,608.10**	**$8,577.90**	_____
4 Year Genetec™ Advantage Renewal - Upfront Commitment (expires on 31-Jul-2024)	**$61,951.50**	**$14,296.50**	_____
5 Year Genetec™ Advantage Renewal - Upfront Commitment (expires on 31-Jul-2025)	**$73,865.25**	**$21,444.75**	_____

Payment terms: Net 25 days from invoice date. Overdue invoices are subject to interest at the maximum rate allowed by state law and collections charges (including reasonable attorney's fees). Payment to Advanced Cabling Systems is not dependent on payment terms from general contractor or direct end-user.

ALLIED LAB. INC.

5243 NORTHWEST CACHE ROAD
LAWTON, OKLAHOMA 73505
PHONE: 580-248-9679 ext 16
FAX: 580-351-0911
Email: lawtonlab@att.net
Website www.alliedlaboratory.com

June 17, 2020

Attn: Superintendents Office

ATTENTION: Superintendent of Schools

REFERENCE: Contract for Student Drug Testing for Fiscal School Year 2020-2021

It is time to complete your contract for Drug and Alcohol Testing for the upcoming school year of July 1, 2020 through June 30, 2021. This form covers all of the terms of the services and all collection event procedures for eligible Students in the random testing program at your campus.

Please print, sign and return one copy to the Director of Business Operations at Allied Lab, Inc. Keep a copy for your records, and return one to Allied Lab, Inc via electronic submission or via USPS mail.

If you have any questions, please call 580-248-9679 and speak with Andrea Evans, Lab Supervisor or DeAna M Walters, President. Thank you for the opportunity to provide these services for your school system again.

ALLIED LAB, INCORPORATED

_____DATE: April 24, 2020 SEAL STAMP
DeAna Gutierrez-Walters, President, CPCT, CBAT, Director of Business Operations/Safety

_____DATE:_____

ARTICLE 1
CONTRACT PRICES

$25.00 per test/unit all inclusive testing (screen and confirmation if required)

PROTOCOL AND PROCEDURES WILL REMAIN THE SAME UPCOMING FISCAL YEAR 2020-2021

ALL NON-NEGATIVE WILL BE CONFIRMED BY GC/MS LAB SERVICES

(No trip charge or mileage will be accessed for on site events of 10 or more students per event)

CONTRACT-STUDENT SUBSTANCE ABUSE TESTING

THIS AGREEMENT made and entered into this day of , in the year 2020 by and between **LAWTON PUBLIC SCHOOL SYSTEM, ~~LAWTON, OKLAHOMA~~** hereinafter referred to as "DISTRICT" and **ALLIED LAB, INC,** hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, DISTRICT operates the Lawton Public School System, and is in need of having certain services provided by CONTRACTOR, and

WHEREAS, CONTRACTOR has submitted to DISTRICT exclusive pricing to perform certain services to the DISTRICT, and

WHEREAS DISTRICT, has accepted said exclusive pricing contract and proposal.

NOW, THEREFORE, IN CONSIDERATION OF mutual covenants and agreements of the parties hereto to be well and truly observed and faithfully kept and performed by them and each of them, it is agreed by and between parties hereto as follows:

ARTICLE 1

SCOPE OF WORK

CONTRACTOR will, in a good, substantial and workmanlike manner and in conformity with the plans and specifications prepared by the DISTRICT OR DISTRICT'S representative for the project described as

DRUG AND ALCOHOL TESTING

Said plans and specifications being incorporated herein by reference as an integral part of this Contract provide all labor and furnish all materials, and equipment necessary to perform all of the work required in connection with the making of improvements required by said plans and specifications. **ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE AS REQUIRED BY STANDARDS OF TITLE 40 OF THE OKLAHOMA STATUTE. ALL COLLECTION EVENTS WILL BE COMPLETED BY STATE AND FEDERALLY CERTIFIED PERSONNEL OF ALLIED LAB, INC, OF LAWTON, OKLAHOMA OKLAHOMA STATE LICENSE # 8003**

ARTICLE II

WORKMEN EQUIPMENT AND MATERIALS

CONTRACTOR will, at all times, during the progress of said work, provide sufficient number of workmen of suitable skill and proficiency, and will at all times during the progress of said work, furnish and supply all needed materials of suitable and proper kind and quality and will furnish all necessary machinery, equipment and tools.

ARTICLE III

CONTRACT PRICE

DISTRICT shall pay the CONTRACTOR for the complete performance of the services outlined in this contract, at the agreed upon per unit pricing. ***Exhibit (A) attached to this contract, outlines pricing.***

ARTICLE IV
ACCEPTANCE

CONTRACTOR agrees that payment shall not be made by DISTRICT until work has been approved by DISTRICT.

ARTICLE V
PAYMENT

PAYMENT shall be due the CONTRACTOR thirty (30) days after the inspection and approval of all services for the DISTRICT REPRESENTATIVES,

Upon written notice that all work has been completed and is ready for acceptance, DISTRICT OR DISTRICT REPRESENTATIVE, shall promptly make such inspection, and provided that the service is done in conformity with this contract, then DISTRICT shall notify the CONTRACTOR, in writing, and the entire amount of the services provided shall be paid with THIRTY (30) days to the CONTRACTOR.

ARTICLE VI
ASSIGNMENT

CONTRACTOR shall not assign or transfer this contract, nor sublet it as a whole, without written consent of DISTRICT; CONTRACTOR shall provide DISTRICT with a list of any subcontractors used by CONTRACTOR in connection with the work required hereinafter.

The term of this contract shall commence on July 1, 2020 and terminate on June 30th, 2021 at 11:59PM CST, unless automatically renewed by agreement of both parties hereto.

IN WITNESS WHEREOF, the parties has caused this contract to be executed the day and year first above written.

DISTRICT

LAWTON PUBLIC SCHOOLS BOA/
SUPERINTENDENTS OFFICE LAWTON, OKLAHOMA 73502
BY: DATE: AUTHORIZED SCHOOL REPRESENTATIVE

WITNESS:_____

CONTRACTOR:

ALLIED LAB, INC OF LAWTON, OKLAHOMA
BY:_____ **DATE:**_____
DE ANA M WALTERS, PRESIDENT, DBO
DIRECTOR OF BUSINESS & SAFETY DEPT

ALLIED LABORATORY SEAL

EXHIBIT (A)

SERVICES	*PRICING*
NON FEDERAL 7 PANEL URINE DRUG TEST (cocaine, amphet/methamphetamine, pcp, thc, opiates/heroin, benzodiazepines, barbiturates)	**$25.00 per unit**

_____DATE:_____
Authorized Signature of District Representative

LAB: ALERE TOXICOLOGY LABORATORY OKLAHOMA STATE OSDH LICENSE NO 8140
ALLIED LAB INC OF LAWTON OKLAHOMA STATE OSHD LICENSE NO 8003

_____DATE:_____
Authorized Signature of Contractor Representative

ALLIED LAB, INC.
5243 NW CACHE ROAD
LAWTON, OKLAHOMA 73505
PH: 580-248-9679 FAX: 580-591-0911
Email: lawtonlab@att.net
Website: www.alliedlaboratory.com

May 5, 2020

Lawton Public Schools System
P.O. Box 1009
Lawton, OK 73502-1009
Attn: Sheila Relf, PM/Superinendent of Schools

RE: Renewal Letter/Transportation Drug Testing 2020-2021 Fiscal Year

Dear Superintendent;

Your request to extend the current Contract for Drug and Alcohol Testing for the upcoming school year of July 1, 2020 through June 30, 2021 has been accepted. This renewal extends all terms of the present agreement including prices and collection event procedures for Federal and State mandated employees.

Enclosed are two copies of the contract renewal signed by the Direct Of Business Operations at Allied Lab, inc. Please have the copies signed by the authorized personnel, and return one copy to Allied, and retain one copy for your files.

If you have questions or concerns, please call me directly at 580.248.9679. Thank you for the opportunity to provide these services to Lawton Public Schools to maintain safe and substance free campuses.

ALLIED LAB, INC

DeAna Gutierrez Walters, DBO, President — **Date:** 5/5/2020

Signature of Authorized Representative — **Date:**

Printed Name: _____ Title: _____

ALLIED LAB AUTHORITY

Lawton Public Schools Purchasing Department

6/04/19 **VENDOR RESPONSE STATUS REPORT**

DRUG AND ALCOHOL TESTING

Date Released: 6/04/2019 Bid Number:

Bid	ALLIEDLABINC	*ALLIED LAB INC*
No Response	DRUG & ALCOHO	*DRUG & ALCOHOL TESTING COMPLIANCE SERVICES*

Lawton Public Schools Purchasing Department

Bid Selection Report Showing All Items, All Bidding Vendors

DRUG AND ALCOHOL TESTING

Item/Bidder	*Price*	*Brand*	*Selected (**)*	*Notes*
ITEM # **1.** -- 1 LOT **ALCOHOL AND DRUG TEST**				
ALLIEDLABINC	**40.00**	PER SPEC	**	
ITEM # **2.** -- 1 EACH **ALCOHOL TEST**				
ALLIEDLABINC	**7.50**	PER SPEC	**	
ITEM # **3.** -- 1 EACH **DRUG TEST**				
ALLIEDLABINC	**32.50**	PER SPEC	**	

LAWTON PUBLIC SCHOOLS
PO BOX 1009
LAWTON, OKLAHOMA

CONTRACT FOR CONSULTANT SERVICES

LAWTON PUBLIC SCHOOLS (LPS) HEREBY CONTRACTS WITH: ***Barry Beauchamp***

TO PROVIDE CONSULTANT SERVICES AS LISTED BELOW:

Mr. Beauchamp will serve as the district's consultant for Impact Aid for the 2020-2021 school year. He will attend national and state level meetings and will report to the Superintendent the content of each meeting, and to the Board of Education at the request of the Superintendent.

THE CHARGE WILL BE ALL INCLUSIVE FOR CONSULTANT FEE, TRANSPORTATION, LODGING, MEALS, ETC. **$ 13,230.00**

National Meetings (3 Trips to Washington, D.C.):
4-day conference x 3 = 12 days @ $500 per day stipend - $6000.00
Travel reimbursement - $2250 per trip - $6750.00
Includes air fare, lodging, meals, conference rate, shuttles and/or taxi

State Meetings: ***(estimated 5 meetings)***
5 days @ $96 per day for mileage and toll reimbursement - $480.00

DATE(S) OF SERVICE: **TBD**

PLACE OF SERVICE: ***Not to exceed three trips to Washington, D.C. for the national meetings and state meetings as they are scheduled.***

CONSULTANT'S SPECIAL TERMS OR CONDITIONS: _____

IN THE EVENT OF UNFORESEEN CIRCUMSTANCES, EVERY EFFORT WILL BE MADE TO RE-SCHEDULE WITHIN THE SAME FISCAL YEAR.

SPECIFIC CONDITIONS OR EQUIPMENT NEEDS WILL BE DISCUSSED WITH THE CONTACT PERSON LISTED BELOW.

LPS CONTACT PERSON:

_____

PHONE _____
E-MAIL _____

CONSULTANT SIGNATURE: Barry Beauchamp

PHONE 580-695-0224
E-MAIL DWRFOS@GMAIL.COM

BOARD APPROVAL

_____
PRESIDENT, LAWTON BOARD OF EDUCATION

CAMERON UNIVERSITY
Every Student. Every Story.

CU EVENT MANGEMENT

ANNUAL FEE WAIVER REQUEST FORM

The following organization is requesting a facility rental fee waiver for (one calendar year): 2020/2021

*Name: LAWTON PUBLIC SCHOOLS

*Organization Name:

*Organization Description: public school district

*Non-Profit Organization? ❑ No ❑ Yes please provide letter from IRS stating non-profit status with this form.

*Mailing Address: PO BOX 1009

*City, ST, Zip: LAWTON, OK 73502

*Telephone: 580-357-6900

Agreement Terms

I. **Reservations**
   a. All reservations, setups and menu arrangements should be made at least 14 days prior to the date of the event.
   b. Early access to meeting rooms will be allowed based upon availability. Please be aware that there may be another event immediately following yours, and therefore, it is important for you to leave the facility clean and depart promptly. Additional fees may be applied if the scheduled event goes beyond the reserved time.

II. **University Disclaimer**
   a. The University does not accept responsibility for Lessee's materials not received or information not confirmed by deadlines.
   b. Lessee must notify all participants that questions regarding services, facilities, and accommodations for the program must be directed toward the Lessee.

III. **Emergency Contacts**
   In the event of an emergency, please call the Office of Public Safety at (580) 581-2911.

IV. **Food Service**
   a. Please contact Sodexo Food Services at (580) 581-2384 to make catering arrangements for your event.
   b. If off campus organizations desire an alcohol service at event, an alcohol request form must be submitted and approved by the University. The form and a copy of alcohol policies may be obtained by calling (580) 581-2291. Sodexo is the only entity allowed to serve alcohol on University premises, and can only be served in the McCasland Ballroom or CETES Conference Center. Events requesting alcohol service are subject to Public Safety Officer charges.

V. **Security.**
   a. All off campus organizations are subject to requiring security for events and must be approved by the Office of Public Safety.

VI. **Certificate of Liability Insurance**
   a. Cameron University does not carry insurance coverage for off campus participants and, therefore, is not held liable for injuries that may occur while using campus facilities.

b. Upon request, Lessee shall obtain and maintain a policy of liability insurance for itself and all participants and staff which must be acceptable to the University. The policy shall protect the University against liability for injury or death of persons or loss of or damage to property occurring in, on or about the premises, or in connection with the program.
c. In the event that insurance is required, PROOF OF COVERAGE IS REQUIRED at the time the reservation is requested.

VII. Null and Void

The University will null and void this Agreement if any of the provisions listed are not met and maintained satisfactorily.

VIII. Prohibited

a. Lessee shall not hang, tape, attach, suspend, tack, nail, etc signs, posters, fliers, and/or banners from interior wood or metal finishes, glass doors, overhangs, and ceilings.
b. The use and/or consumption of drugs, weapons or firearms on the Cameron University campus is prohibited. Any individuals suspected of having any of these prohibited items will be subject to search and confiscation by the CU Office of Public Safety and may also be subject to arrest and criminal prosecution.
c. The use, sale, or distribution of tobacco products is prohibited on the University campus. Individuals who are in violation of this policy are subject to citations.

IX. Licensing

Lessee must obtain proper license for all music played, computer programs, recordings, videos or plays that are reproduced for their event. Any customer wanting to sell products at their event must acquire permission from the Office of Student Development.

X. Breach or Default

Lessee shall have breached this Agreement and be considered in default if the Lessee fails to pay the fee when due or fails to perform or comply with any of the conditions of this Agreement. In the event of breach of this Agreement by the Lessee, the University shall have the right to cancel and terminate this Agreement. On termination, the University may recover from the Lessee all damages proximately resulting from the breach including, but not limited to, collection costs court costs and attorney fees. The University shall have any and all other rights and remedies as provided by law.

XI. Indemnity and Damages

a. Lessee agrees that all participants are under the direct and complete supervision and control of Lessee. Lessee shall be responsible for program's participants' and staff conduct and activities. The University assumes no responsibility in this regard.
b. Lessee is responsible for all damages resulting from program's use of the facilities. Lessee will reimburse University for all damages to University's facilities resulting from the use of those facilities by Lessee and/or Lessee's participants and staff.
c. Lessee agrees, as an express condition of this Agreement, that University, its representatives, agents, servants, and employees (University) shall be free from all liabilities, claims or damage, and all suits thereof, by reason of an injury to any person or to any property of any kind whatsoever, whether to the person or property of Lessee, its agents, or employees, Lessee's summer program participants, or third persons, from any cause whatsoever while any of said persons or property are in or upon said leased premises or any part thereof during the term of this Agreement, or for any activity carried on by Lessee in connection therewith. Lessee hereby covenants and agrees that Lessee will save, hold harmless, defend and indemnify University from all suits, liabilities, charges, expenses (including attorney's fees), and costs on count of or by any such injuries, liabilities, claims, suits, or losses, however occurring, or by reason of damages growing out of the same. Lessee agrees that this section should be interpreted liberally to afford the University the greatest degree of protection.

XII. University Rights.

a. The terms and conditions of this Agreement do not require the University to relinquish its control of its facilities to Lessee. The University retains the right to require Lessee, or any part of its participants, to leave University premises if University feels that circumstances require it. University assumes no responsibility for loss or theft of personal property, or damage to personal property of Lessee or any of its participants. University assumes no liability whatsoever for any property placed by Lessee in University buildings or on University premises.

b. University among other things may exercise the following rights:
   i. To enter any room for the purpose of inspection, repair, or emergency.
   ii. Reassign residents within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building(s).
   iii. To revoke the campus privilege including residency in or utilization of any buildings of any occupant whose conduct, solely in University's opinion, poses a threat to him/herself or to the academic community.

XIII. University Regulations.

a. Ordinary courtesy is expected at all times. The event organizer is responsible for relaying all policies to their guests at each event.

b. Lessee is required to adhere to all University policies, regulations, guidelines, and all local, state, and federal laws including but not limited to those concerning health, safety, and public order.

c. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services, termination of this Agreement, and any other remedy available at law.

XIV. Additions or Deletions

Any additional facilities and/or services not specified in this Agreement are subject to additional charges and restrictions. These charges will be included in the balance due in the bill presented to Lessee by the University. Otherwise, any additions and/or deletions from this Agreement must be initialed and dated by both parties to be valid. All documents must be signed and initialed by the same individual.

XV. Applicable Law.

This Agreement shall be governed by the laws of the State of Oklahoma without giving force or effect to its choice of law provisions.

XVI. Assignment Prohibited.

Lessee may not assign this Agreement without the prior written consent of University.

XVII. Care of Premises.

In the event of damage to Cameron University property or equipment, the sponsoring organization will be held responsible. Lessee shall keep the premises in such repair as they are at the commencement of the term or may be put in by University during the term hereof, reasonable wear and tear accepted.

XVIII. Waiver.

No assent, express or implied, by University to any breach of Lessee's covenants or Agreement shall be a waiver of any succeeding breach of any other covenant or agreement.

XIX. Abandonment of Personal Property.

If Lessee does vacate or abandon the premises or is dispossessed by process of law, any personal property belonging to Lessee and left on University's premises shall be deemed abandoned at the option of the University and shall become property of the University. Property left on premises by

Lessee at termination of Agreement shall be determined to be abandoned and will become the property of the University.

XX. Invalidity of Part of Agreement.
In the event any clause or provision of this lease shall be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

XXI. Rights and Remedies.
The various rights, powers, elections, and remedies of University contained in this Agreement shall be construed as cumulative and no one of them exclusive of the other.

XXII. Amendments.
This Agreement contains the entire agreement between the parties; no agreement shall be effective to change, modify, or terminate this Agreement in whole or part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought. In this regard, it is specifically understood and agreed that Lessee shall not, for any reason, withhold or reduce its required payments of rentals and other charges provided in the Agreement, until full agreement between University and Lessee is reached in writing.

By signing this agreement, I acknowledge and agree to follow the policies and procedures at Cameron University and Conferencing Services. I also agree to use Sodexo for all catering services while utilizing facilities at Cameron University. My organization accepts full responsibility for damage/destruction to University facilities that occur as a result of organization event.

I further agree to indemnify and hold harmless Cameron University, The Board of Regents of the University of Oklahoma, Cameron University and Rogers State University, and the State of Oklahoma against any and all liability for damages arising from accidents or torts based on negligence of any agency, our employees, or our agents while our scheduled event is being conducted on the Cameron University campus.

Authorized Signature:_____ Date:_____

OFFICE USE:

Waiver Approved:

Director of Event Management Signature:

VP Business and Finance Signature:

Notes:

CAMERON UNIVERSITY/LAWTON PUBLIC SCHOOLS
OFF-CAMPUS CONCURRENT ENROLLMENT

MEMORANDUM OF UNDERSTANDING AY 2020-2021

This MOU describes a partnership between Cameron University (CU) and any Lawton Public School high school referred to as "Partner School" throughout the document.

The concurrent program at CU allows eligible high school students to enroll in college courses prior to completion of high school graduation requirements. To be eligible to participate, high school students must meet admission and placement requirements as per Oklahoma State Regents for Higher Education (OSRHE) policy. Eligible students may enroll in courses offered on the CU Lawton Campus, CU Duncan Campus, online, or at approved select sites and partner schools.

By providing early access to higher education to students in CU's Southwest Oklahoma service area the concurrent enrollment program endeavors to increase the number of students graduating from college and to facilitate graduation in a shorter period of time and at reduced overall expense.

The concurrent enrollment program is the result of collaborating partnerships between CU and participating high schools in Southwest Oklahoma. These partnerships require commitments on the part of CU and those schools as detailed below.

CU is dedicated to serving high school students while helping develop a seamless and accessible transition to higher education. This MOU describes the agreement with the Partner School to increase the number of students obtaining college credit during their high school career.

Purpose

The purpose of this agreement is to foster increased access to college courses for high school students who have demonstrated the academic ability to complete a rigorous course of study. Through this opportunity, high school juniors and seniors can participate in college courses during regular high school hours in a collegiate environment. Students will earn high school academic credit and college credit, referred to as dual credit, as established by Oklahoma Statute (OS) 70.628.13. The parties understand and agree that course changes may be included in this agreement, and those courses will be set forth in a revised addendum and attached to this agreement. Any addendum shall be governed by the terms, provisions, and conditions set forth in this agreement.

Terms

The agreement will be in continuous effect beginning in the fall semester and terminating at the end of the spring semester of the academic year for which the Memorandum of Understanding is signed unless terminated in writing by either institution. Either party shall have the right to terminate this memorandum of understanding with or without cause by giving ninety (90) days prior written notice of intent to terminate pursuant to this provision, specifying the date of termination. The parties agree to work in good faith to avoid any such termination. The rationale for the requested termination may be stated with the request, and the parties may attempt to resolve any disputes in a mutually satisfactory way. Any future agreements will be subject to their own terms for termination, which may differ from this memorandum of understanding.

Operations

Cameron University

Cameron University (CU) Off-Campus Concurrent Enrollment provides:

- An opportunity to earn transferable college credits while also satisfying high school course requirements through dual-credit
- An introduction to college academics and rigor
- An economical head-start paying for college through the concurrent tuition waiver for select courses taught on campus, online, or at approved concurrent sites.
- Access to CU Center for Writers, Math Lab, Center for Academic Success, Library, and online resources
- Access to CU academic, financial aid, and career advisement

- CU will offer lower division, general education courses to a minimum of **15** pre-enrolled students per course section. Enrollment for concurrent courses at the Partner School will be open only to the Partner School students. Enrollment forms should be submitted to the Concurrent Advisor by December 1 for spring courses and June 1 for fall courses. Enrollments in addition to the minimum of **15** students may be added until the section fills or until the end of the first week of the semester.

- As per OSRHE policy 3.10.6, a higher education institution offering an off-campus concurrent course shall have direct oversight of all aspects of the course. Off-campus concurrent enrollment courses are the same content and rigor as on-campus courses. Students will be held to the same standard of achievement as students in on-campus courses. Department chairs will review and monitor content and rigor of all off-campus concurrent classes.

- CU faculty and administration have approved the following courses for face-to-face (synchronous) delivery at the Partner Schools:
  - COMM 1113: *Principles of Communication*
  - ENGL 1113: *English Composition I*
  - ENGL 1213: *English Composition II*
  - PSY 1113: *General Psychology*

- Other courses may be offered depending on student demand and availability of qualified faculty.
- CU academic advisors are available to counsel concurrent students on issues concerning academic success and higher education goals.
- CU will endeavor to provide courses during the requested term of instruction; however, CU cannot guarantee course availability at a particular site.
- During concurrent hour(s), the classroom teacher is a Cameron University Adjunct Instructor
  - Content management occurs through Cameron University Course Management System.
  - Discipline issues during Cameron class time are handled according to the Student Handbook/Code of Conduct at Cameron University through Cameron's chain of command (Instructor, Department Chair, Dean)
- Since classes follow the Cameron University calendar, it is possible additional class time will be available prior to the start of or after the end of university classes. If additional time is available, study skills and UNIV 1001 content may be used to prepare students for success in their university classes. Cameron departmental chairs or their designee will work with the school-based faculty to set the course calendar each semester. They will use

the school activity calendar to schedule all meeting times considering pep rallies, assemblies, holidays, professional development days, etc. when constructing the course calendar for the semester.

- Study hall may be offered for the 5th class of the week at the discretion of the cooperating high school.
- All faculty must meet Higher Learning Commission (HLC) expectations for qualifications of faculty. Common expectations for faculty credentials include completion of a program of study in the discipline or subfield in which they teach with a degree at least one level above that of the courses being taught; the completion of 18 graduate credit hours in the discipline in which he or she is teaching; or tested experience that includes breadth and depth of experience outside of the classroom in real-world situations relevant to the discipline in which the faculty member would be teaching.
- Before teaching an off-campus concurrent enrollment course, faculty must participate in an orientation provided by CU. Professional development provided by CU may include pedagogy, instructional design, course management, and student engagement strategies.
- Faculty members teaching an off-campus concurrent enrollment course will receive appraisals and consideration for continued employment according to the CU Faculty Handbook.
- CU will provide curriculum for all off-campus concurrent courses that matches courses offered on campus.
- CU faculty will comply with policies, practices, and procedures as outlined in the CU Faculty Handbook at all times.
- CU will administer courses to follow a 16 week format and students will follow the established CU calendar as it relates to add/drop dates, withdrawal dates, finals schedule, holidays and unscheduled closings.
- Off-site concurrently-enrolled students will be eligible to obtain CU student ID cards at the current published rate. The ID card will provide students with access to campus events and resources equivalent to that of other off-campus, part-time Cameron students.
- Students may participate in courses on the CU campus as well as in the off-campus concurrent courses as approved by LPS; however, additional fees for courses taken on campus will apply. Enrollments not covered by the merit tuition waivers specified in the Financial Arrangements section of this document will be charged full CU tuition.
- CU's Concurrent Advisor will serve as the liaison between the Partner and CU.
- CU will send an electronic spreadsheet of mid- and end-of-term grades for all concurrent enrollment students to the Partner high school.

Partner

The Partner School will ensure the following:

Facility/Materials/Technology

- The Partner will ensure that each student has textbooks and instructional materials as required for each course and that no student is denied an opportunity to participate due to the inability to purchase textbooks and instructional materials.
- The site will provide high speed internet, multimedia equipment, computer hardware and software as needed for college instruction.
- The site will provide dedicated classroom space for 20 to 25 students per course. Only students enrolled as a concurrent student may be present during the class.
- The site will provide a collegiate environment free from classroom interruptions.

Advisement for High School Graduation

- Partner high school counselors and advisers will advise concurrent students on all issues concerning high school education, graduation, and college application requirements.
- The Partner is responsible for ensuring that students have an opportunity to enroll in courses necessary for high school graduation. CU courses may not be available or convenient for all students. CU courses should not be depended on as the sole source for completing high school graduation requirements (as per OS 70-11-103.6.G.5).
- The Partner will provide program information and enrollment due dates to parents and students prior to registration periods.
- The Partner will designate a representative as the liaison between the Partner and CU. The Partner liaison provides program information and guidance to students, parents, and faculty.
- The Partner high school principal will offer support and help guide the development and integrity of the program.
- The Partner will display CU brochures, guides, posters and other promotional materials that CU provides in a designated, on-site area. Examples include the high school guidance office or the classrooms where CU courses are taught.

Calendar/Scheduling/Attendance

- The Partner will comply with the CU academic calendar including the two-hour CU semester finals schedule.
- As per OSRHE policy 3.19.3, all classes are expected to meet for sixteen weeks. The semester-credit-hour is the standard unit of credit used by CU in evaluating a student's educational attainment and progress. Semester-hour of credit is calculated as follows:
    - One semester-hour of credit is awarded for completion of a course meeting for 800 instructional minutes (50 minutes per week for sixteen weeks). A three-hour class on campus will meet 50 minutes a day 3 days a week for a total of 2400 minutes. In order to ensure off campus classes meet an adequate number of minutes, all classes held at the High School will meet 4 times per week.
- Cameron departmental chairs or their designee will work with the school-based faculty to set the course calendar each semester. They will use the school activity calendar to schedule the 4 meeting times considering pep rallies, assemblies, holidays, professional development days, etc. when constructing the course calendar for the semester.
- If the high school closes and CU does not, students will be expected to complete any homework or assigned readings.
- Even when CU is closed, students should keep up with the course agenda and check the course management system for updates on assignments.
- The attendance policies outlined in the concurrent course syllabus must be followed. When there are time conflicts between the CU course schedule and the Partner site, students and CU faculty will follow the CU schedule. This includes high school events such as pep rallies and assemblies. There is no excused absence policy.
- Concurrent students will be accountable for all course content and assignment requirements, regardless of participation in school-sponsored extra-curricular activities.
- All attendance policies are defined in the course syllabus. Concurrent students are college students. Cameron University departmental attendance and tardy policies (if they exist) will be adjusted to reflect the 4-day meeting schedule. For example, if 5 absences are allowed for classes meeting 2 times a week; 10 absences may

be allowed for classes meeting 4 times per week. Absence policies, if applicable, are set by the instructor with input from the chair.

- When a Partner-site faculty member must cancel a concurrent class, the faculty member should contact the CU Department Chair, the site Principal and the students enrolled in the course. The faculty member should follow the Partner site's procedures; however high school substitute teachers will not teach the concurrent course. CU department chairs will work with the Partner-site faculty member to determine if a CU faculty member will substitute in the class.
- CU concurrent courses typically will run in four-day per week sessions and adhere to a Partner's school class schedule and bell system. During the time that students are not in their concurrent course, students may receive college-readiness instruction or tutoring.

Student Policies

- The Partner will allow students to comply with all CU student policies during CU class time.
- The Partner agrees to support the instructor and the student through standards set by CU, as outlined in the CU Student Handbook/Code of Conduct and CU Faculty Handbook.
- Concurrent students are required to use their CU email address for digital communication within and regarding their CU course.
- When concurrent students withdraw from a CU course offered at a Partner site, they must be removed from the CU class within two (2) class days and moved to another class or to the school's alternative education program for that course.
- If student discipline issues arise, the Partner-site faculty will adhere to standard policies found in the CU Student Handbook and specific classroom management procedures in the course syllabus. Teacher-faculty should also apprise their site head principal of disciplinary issues.
- If procedure or process conflicts emerge between a Partner site and CU policy as outlined in the Student and Faculty Handbooks or within the course syllabus, CU policy will be followed and enforced.

CU and LPS

- Parties will attend planning and review meetings prior to each academic semester in which the concurrent course will be provided.
- Parties will collaborate to provide program information, communication, promotional materials, and activities.
- Parties will work together to articulate curricula between the high school and the university.
- Parties will work together closely when advising a concurrently enrolled student to ensure that the student is apprised of all education options.

Financial Arrangements

- Tuition waivers for qualifying students are available as listed below.

Senior Merit Tuition Waiver

- Minimum 20 A.C.T. composite score OR unweighted 3.0 high school GPA and rank top 50% of graduating class
- 18 credit hours of tuition per year (Summer prior to senior year, Fall, Spring)
- Maintain 2.0 college cumulative GPA

Junior Merit Tuition Waiver (Subject to available funding)

- Minimum 20 A.C.T. composite score or unweighted 3.0 high school GPA and rank top 50% of graduating class
- 9 credit hours of tuition per year (Summer prior to junior year, Fall, Spring)
- Maintain 2.0 college cumulative GPA

- Off-campus concurrent students will be required to pay the High School mandatory fee rate for off-site delivery. This rate includes the following fees:
  - Academic Records Fee
  - Assessment Fee
  - Library Automation and Materials Fee
- Rates for 2020-21 are $12.25 per credit hour. The total high school mandatory fee rate for off-site delivery of a three credit hour class in 2020-21 is $36.75.
- Rates for mandatory fees are established in June for use in the following academic year.

- Qualified faculty may be regular full-time high school teachers at the Partner site. For these teachers, CU will pay a stipend per course taught in the amount of $1000. As CU employees, these teacher-faculty will adhere to the following expectations, outside of their regular classroom duties:
  - Assist in CU assessment processes for their particular course
  - Participate in relevant CU professional development activities
  - Be responsive in communication with the Department Chair for their particular course
  - Be available for students who need assistance outside of class
  - Respond to student communication within one business day
  - Attend all on campus adjunct-faculty planning and evaluation meetings when required by the CU Department Chair for their particular course(s)
  - Familiarize themselves with the CU Faculty Handbook and Student Handbook

- For courses that have a published textbook and ancillary materials, the Partner will either pay for or assist students in purchasing textbooks and access to ancillary materials. CU departments may select open-source materials for course textbooks and text-based instructional content. All sections of the same course will use the same instructional materials.
- Students will be responsible for personal classroom materials outlined in the course syllabus, i.e., paper, pen, notebooks.

Official Signatures

We agree to the above conditions and indicate by our signatures our commitment to provide quality concurrent enrollment courses for our students.

Dr. John McArthur President, Cameron University	2/18/2020 **Date**	**Dr. Tom Thomas** Interim Superintendent, Lawton Public Schools	2/20/2020 **Date**

Collect - Ed LLC

PO Box 333
Mustang, OK 73064
Ph: (405) 830-2200 Fax: (405) 376-7237
eFax: (501) 640-7815
www.collect-ed.com

Erate Form Services Agreement (2021-2022)

This agreement is between:
Machelle McKay DBA Collect-Ed LLC, a proprietorship, located at PO Box 333, Mustang, OK, 73064,
Hereinafter – ***"CE"*** And..

LAWTON PUBLIC SCHOOL DIST, located at P.O. Box 1009, Lawton, OK 73502
Hereinafter – ***"LAWTON PUBLIC SCH DIST"***

By our signatures below, ***"CE"*** and ***"LAWTON PUBLIC SCH DIST"*** agree to the following terms and conditions:

"CE" responsibility includes:

- ***"CE"*** will use it's best efforts to prepare the appropriate paperwork and forms on behalf of the client, commonly referred to as Form 470, 471, 486, and 500 (including SPIN Change requests, Service Substitution requests) in obtaining E-Rate funds from the Universal Service Administrative Company "USAC", for the fiscal year 2018-2019.
- ***"CE"*** has no control over the USAC any changes in rules and regulations or evaluation process, it is agreed and understood that "***CE***" can not guarantee approval from the USAC.
- "***CE***" will notify the school (or entity) of any changes in rules and regulations of the E-Rate program.
- ***"CE"*** is not responsible for any E-Rate bids or contracts to other vendors. ***"CE"*** does not recommend vendors; however, is able to publicly advertise any request for proposals (RFP). "CE" is able to submit a list of active eligible "E-Rate Service Providers" (vendors).
- ***"CE"*** is able to assist in preparing a Request for Proposal (RFP) for E-Rate eligible services, upon request of the school (entity). – Extra charges may apply.
- ***"CE"*** will notify each entity of upcoming deadlines set forth by the USAC and submit all forms necessary to the applicant for approval and signature before any deadline.
- ***"CE"*** is able to answer questions on behalf of the entity from USAC representative (s).
- ***"CE"*** will answer any questions or concerns of the entity as requested.
- ***"CE"*** provides a value added services to its customers by continuous E-Rate services: such as reporting to all entities upcoming deadlines, monthly review of "CE" services provided to each entity as well as a "End of Funding Year report" which provides a reconciliation by Funding Request Number (FRN).

"LAWTON PUBLIC SCH DIST" responsibility includes:

- ***"LAWTON PUBLIC SCH DIST"*** agrees to comply with all the rules and regulations set forth by the USAC. Including, but not limited to the 28-day bidding process, compliance and truthfulness of each FCC Form (470, 471, 486, and 500), allocation of "E-Rate" funds and deadlines set forth by the USAC.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to the bidding process set forth by the USAC:
  - Provide a list of services or products to be included in the bid process for which they are seeking "E-Rate" funds (to include telecom, internet and / or internal connections)
  - Any and all state or local bidding restrictions and/or regulations before the Form 470. These regulations may include bonding requirements, public advertising for RFPs, etc.
  - The bidding process set forth by the USAC is 28-days from the date the Form 470 is posted. This time frame allows potential vendors to review the list of services and provide equal opportunity to respond to the RFP for the services in which they provide. **All qualified service providers chosen must have SPIN number to participate in E-Rate process.**
  - Any formal RFP that is written from the school (or consultant) must be written before the Form 470 is posted. If a supplemental RFP is written by consultant, additional charges may apply. The formal RFP process provides more specific information to vendors of particular products or services that the school is seeking. The RFP will be publicly advertised for any qualified vendor to view and respond.
  - ***"LAWTON PUBLIC SCH DIST"*** is responsible for all E-Rate bids or contracts to service providers.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to provide any information required to obtain "E-Rate" funds, such as, approved Technology plan, copies of invoices, budget / lunch count information, USAC certifications, etc. within the time allowed by either "CE" or the USAC.

- ***"LAWTON PUBLIC SCH DIST"*** agrees to review and approve ALL E-Rate forms before submitting them to the USAC. The named legal representative of the school (or organization), such as the superintendent, will be required to sign and date each FCC form.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to communicate any information from the USAC to ***"CE"*** within 3-5 working days; however, "CE" will be listed as the contact on each of the FCC Forms.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to retain any and all "E-Rate records for a minimum of TEN (10) years from the last date of service. This is a E-Rate requirement set forth by the USAC. (a list of type of records will be provided to the school from "CE")
- ***"LAWTON PUBLIC SCH DIST"*** agrees to sole responsibility to follow all rules and regulations set forth by the USAC and the FCC (Federal Communications Commission).

Terms of payment:

- It is agreed to and understood by both parties that no monies will be paid by "CE" for any reason, and that "CE" does not guarantee or bear responsibility in anyway, for the approval, payment and receipt of these funds.
- Any restitution for liability will not exceed the paid amount of this contract.
- School (or entity) –if required for payment, to issue Purchase Order to secure funds to pay for services to be rendered.
- Upon receipt of services rendered, an invoice will be submitted to school district for payment. All invoices submitted will require payment within 30days. (1/3 due after each application – 470, 471 and 486. if necessary, Form 472 &/or 500)
- This contract may be cancelled before ANY services are rendered with a 30 day written notice. Otherwise, if cancelled during contract term, ***"LAWTON PUBLIC SCH DIST"*** agrees to cancellation charges equal to the BALANCE OF CONTRACT AMOUNT considering all services were rendered as promised (within the contract funding year) and payment is due within 15 business days.
- Fees are due for services provided by "CE" unless otherwise agreed to in a separate agreement.

Basic E-Rate Consulting Services	***CAT1 (Telecom & Internet)***	***CAT2 (Basic Maint & Internal Connections)***
ESTIMATED CONTRACT: *See pricing schedule attached*	**$5,000.00**	**If used:** *See pricing schedule attached*
ESTIMATED USAC DISCOUNT % INFORMATION		
CAT1 – INTERNET & TRANSMISSION SERVICES (TELECOM)	80 %	-
CAT2 – INTERNAL CONNECTIONS & BASIC MAINT. OR MANAGED SERVICES	-	80 %
PRE-DISCOUNT AMOUNT FILED IN PREVIOUS FUNDING YEAR (2020-2021)	$ 534,059.52	$ 381,120.34
OPTIONAL SERVICES: (Additional charges may apply) - *See pricing schedule attached*		
Contract management - for ongoing (upgrades or changes) separate & apart from E-Rate eligible services	$ 100.00 / per contract	$ 100.00 / per contract

Machelle McKay

Authorized Signature

Collect – Ed, LLC Rep Signature

Machelle L. McKay

Name of Authorized Official (Printed or Typed)

Consultant

Title of Authorized Official

6/2/2020

Date

School Board Approved Date: _____ (If necessary)

Purchase Order (or TIPS) # _____

FUNDING YEAR CONTRACT

Contract expires: June 30, 2022

COLLECT-ED LLC

TIPS/TAPS CONTRACT PRICING

E-Rate Consulting Pricing Model

Pricing terms begin for Funding Year 2016 applications processing 4/1/2018

Pricing Model is CONFIDENTIAL and not to be shared with other E-Rate Consultants or competitors

DISCOUNTED

CAT 1 - TELECOM, VOICE AND INTERNET ACCESS

CAT 1 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k+
Basic Erate Consultanting - Minimum annual contract charges (470, 471, 486, 500)	$ 350.00	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 4,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00
CONTRACTED AS ANNUAL TERM - Divided by 3 as services rendered (details per service charge);								
FORM 470 (based on previous year funding)	$ 100.00	$ 300.00	$ 500.00	$ 750.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
FORM 471- MINIMUM $150	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	$ 2,500.00
FORM 486 - MINIMUM $100.	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	$ 2,000.00
FORM 472 - additional charges will apply per services rendered								
FORM 472; per request (based on actual collection)- MINIMUM $150./YEAR	3.50%	3.50%	3.50%	3.50%	3.50%	2.50%	1.75%	1.50%

CAT 2 - INTERNAL CONNECTIONS, BASIC MAINTENANCE & MANAGED INTERNAL BROADBAND (ONLY IF FILING FOR CAT 2)

CAT 2 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k+
FORM 471- MINIMUM $250.	2.50%	2.00%	1.50%	1.50%	1.00%	0.50%	0.25%	0.25%
IF FUNDING APPROVED FORM 486 - MINIMUM $250.	2.50%	2.00%	1.50%	1.50%	1.00%	0.50%	0.25%	0.25%
FORM 472 - additional charges will apply per services rendered								
FORM 472; per request (based on actual collection)- MINIMUM $150./YEAR	1.50%	1.50%	1.00%	1.00%	0.50%	0.50%	0.30%	0.30%

ADDITIONAL CHARGES

additional FORMS 470, 471, 486 (request per form)	$ 100.00
APPEALS - USAC or FCC	$ 300.00
SPIN CHANGE (per customer or service provider order) each request	$ 50.00
Service Substitutions - (per customer or service provider order) each request.	$ 100.00
ADDITIONAL HOURLY RATE (for miscellaneous projects, **contract management** as needed) - minimum 1 hour	$ 50.00
HOURLY RATE - ONSITE SERVICES (only if required or requested) - plus travel time and expenses	$ 50.00

** **Contract management** - for ongoing Telecom & Internet Access services (email, webhosting) separate & apart from E-Rate eligible services*

Pricing Model is CONFIDENTIAL and not to be shored with other E-Rate Consultants or competitors

Collect - Ed LLC

PO Box 333
Mustang, OK 73064
Ph: 405.830.2200 Fax: 405.376.7237
eFax: 501.640.7815
www.collect-ed.com

CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT

FUNDING YEAR: **2021-2022**

THIS CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT dated this _____ day of _____ of 2020.

BETWEEN:

COLLECT-ED LLC
PO Box 333 Mustang, OK 73064
Machelle McKay
(the "Consultant")
OF THE FIRST PART

-AND-

LAWTON PUBLIC SCHOOL DIST
P.O. Box 1009
Lawton, OK 73502
(Collectively and individually the "Client") OF THE SECOND PART

Below I have listed the details of the "Confidentially and Non-Disclosure" agreement:

i. All Documentation and Business Processes and Practices transferred between "Client" and "Consultant" are to be used exclusively for the completion of the E-Rate Grant Program for all working funding years (current and previous).

ii. Service Providers, Universal Service Administration Company (USAC) and the Federal Communications Commission (FCC) are the only third parties that may request documentation copies to complete the E-Rate process.

iii. Documentation, Business Processes and Practices provided by COLLECT-ED may not be sold or reused without written permission by the rightful owner.

Machelle McKay

Machelle McKay, Consultant

COLLECT-ED LLC

June 2, 2020

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

SPECIAL SERVICES AGREEMENT

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

I. LEA RESPONSIBILITIES:

A. The LEA ensures that IDEA Section 619, (preschool) funds received for the provision of services to eligible children with disabilities ages three through five who are served in the Head Start Program are expended in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA). Funds may be used for, but are not limited to, the following: cost of evaluation; materials and supplies; contractual arrangements for services when the Head Start Program has a qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program (IEP) services.

B. Upon referral from the Head Start Disability Coordinator, the LEA shall provide a multidisciplinary team evaluation, when appropriate, for determination of the need for special education and related services under IDEA, while enrolled in the Head Start Program.

C. The LEA shall be responsible for the provision of procedural safeguard and due process for any child determined to be eligible under the IDEA who is enrolled in the Head Start program.

D. The LEA should provide, through prior written notice of meetings, that the appropriate Head Start Program representative be directly involved and receive appropriate documentation throughout the process of referral, evaluation and/or placement of children with disabilities enrolled in the Head Start Program.

E. The LEA shall ensure the provision of appropriate special education and related services to those eligible children with disabilities under IDEA enrolled in the Head Start Program. All IDEA services for which the child is eligible will be documented on the IEP with the responsible person(s)/agency specified for the provision of each service.

F. The LEA will maintain and submit to the OSDE the annual child count of IDEA eligible preschool children with disabilities served in the LEA and by the Head Start Program.

II. LOCAL HEAD START RESPONSIBILITIES:

A. The Head Start shall provide screening and assessment for all children enrolled in the Head Start as required by Head Start Performance Standards 45 CFR 1308 participate in Child Find activities under the IDEA with the LEA, and in coordination with the LEA shall provide parents with their rights under these programs

B. The Head Start shall provide all Head Start services to any Head Start enrolled child who meets eligibility requirements in accordance with the Head Start Program Performance Standards on Services for Children with Disabilities regardless of the child's involvement in, or eligibility for, special education services under the IDEA or this agreement.

C. A Head Start representative will participate in the LEA referral procedures, multidisciplinary evaluation, IEP development, implementation of the portions of the IEP identified for the Head Start Program, and the IEP review as appropriate. When Head Start initiates and develops a Head Start managed IEP, Head Start must invite in writing the participation of a representative of the LEA. Head Start Program Performance Standards (45 CFR 1308) requirements for parent involvement and notification must also be followed for IEP meetings initiated by the Head Start Program.

D. The Head Start will provide a support system for families and children with disabilities through training, information dissemination and involvement in the program as well as collaboration with the LEA and other community services. When Head Start develops a Head Start managed IEP, family goals and objectives for the child must be addressed.

E. The Head Start disabilities coordinator shall work with the LEA for assurance of collaboration and coordination of services to preschool children with disabilities.

F. If a child does not meet the OSDE requirements under the IDEA, but meets one or more of the eligibility in the Head Start Performance Standards 45 CFR 1308, then a Head Start managed IEP should be developed for the child.

G. The Head Start will provide the number of children receiving IEP services to the LEA for child count report prior to October 15, annually.

H. The Head Start agrees to provide and participate with the LEA in joint training of staff and parents as appropriate.

I. The Head Start agreement with the LEA addresses planning of cost-sharing resources and funding to assure that integrated services are implemented in a manner which maintains State and Federal fiscal support for children with

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

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

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

III. COORDINATION OF REQUIRED PAPERWORK:

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

A. When Head Start wishes to refer a child to the LEA for possible services, Head Start personnel will contact the LEA Director of Special Services or SEARCH coordinator. Addresses will be verified by the LEA, and a time for screening will be arranged. If the child fails one or more areas of the screening, the LEA will ask the Head Start teacher to complete the Referral for Multidisciplinary Services (SDE Form 3), and then the LEA will plan the evaluation (SDE Form 4). Head Start personnel will assist the LEA in obtaining parental consent for evaluation (SDE Form 5). LEA's obligation for evaluation is limited to students who are residents of the district.

B. The Head Start or the LEA will obtain parental consent for exchange of information between the two programs through use of the State of Oklahoma Standard Form: Consent for Release of Confidential Information.

C. The LEA special education program, with parental consent, will release copies of IDEA IEP's, multidisciplinary evaluations, necessary special education records and documentation of services provided to the Head Start when both agencies are involved in the identification, evaluation and provision of free appropriate public education (FAPE) to preschool children with disabilities.

D. The Head Start will release results of vision, hearing, developmental, health and speech screenings as well as other relevant information as a part of the Head Start Referral Packet developed in conjunction with LEA.

E. All information received by the Head Start from the LEA will be kept in a secure manner, which prevents unauthorized access, in a central location adhering to requirements of confidentiality under state and federal laws.

IV. COORDINATION OF SCREENINGS:

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

A. The LEA special education program and the Head Start will determine designated program personnel to be responsible for conducting screenings within each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards (45 CFR 1308).

B. This agreement will include the following time frame for completion of screening or transfer of information. The time frame includes the **45 calendar days** timeline for screening of all children enrolled in the Head Start as mandated in the Head Start Performance Standards (45 CFR 1308). One or more of the following methods has been considered: (Check one or more as appropriate).

_____ 1. **Joint screening**: Screening will be conducted simultaneously by the Head Start staff and LEA Special Education staff within the same location.

__X__ 2. **Shared staff**: Local implementation may incorporate coordination of shared staff (e.g., required vision, hearing, speech/language, health, and developmental **screening** may be **conducted by** the **Head Start** under Head Start Program Performance Standards, and the **LEA** special education program may **complete required evaluations** under the IDEA).

__X__ 3. **Shared Information**: Screening will be provided for referrals by Head Start or as determined by both entities. A consent for release of information will be obtained at the time of referral by Head Start.

V. COORDINATION OF IEP/CHANGE OF PLACEMENT:

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

VI. COORDINATION OF IN-SERVICE TRAINING:

The Preschool Coordinator of Special Education Services, OSDE, (405) 521-3351, and the Director of the Oklahoma Head Start Association, (405) 524-4923, will facilitate statewide in-service training. Head Start disabilities coordinators and LEA's contact these

representatives in regards to their needs for training. Mutual priorities for these entities might include: Sensory Integration issues or Behavior Management.

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VII. RESOLUTION OF DISPUTE

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

A. The dispute will first be brought to the attention of the Head Start supervisor assigned to the classroom in the Lawton school district and the Principal assigned by Lawton Public Schools.

B. The dispute will be brought to the attention of the LEA Special Education Director, the Head Start Director, and the Head Start Disabilities Coordinator to seek resolution of the dispute.

C. If the issue is not resolved, the matter will then be submitted in writing to the Head Start Director and the LEA special education director or LEA superintendent to facilitate a resolution.

D. If the issue is not resolved, as described in section VII.B, then the matter will be submitted in writing to Special Education Services, OSDE, for assistance in the resolution of any IDEA dispute between the Head Start and the LEA.

E. If the issue is not resolved and is an issue under the Head Start Program Performance Standards 45 CFR 1308 the matter will be submitted to the Head Start Program Director who will inform the DHHS/ACF Regional office of the dispute and the intent to begin the formal dispute resolution procedures as written in the Head Start Impasse Resolution Policy for assistance in resolving the dispute.

This service agreement will be in effect August 1, 2020 through June 30, 2021.

SIGNATURES

Head Start/Early Head Start Director	Date
Superintendent	Date
Board of Education	Date

CROSSROADS YOUTH & FAMILY SERVICES INC
dba Crossroads Head Start/Early Head Start
and LAWTON PUBLIC SCHOOL DISTRICT I-8

HEAD START/EARLY HEAD START RENEWAL AGREEMENT

Lawton Public Schools is annually renewing the lease agreement for the facility located at 501 NW Woodridge Drive, Lawton, OK 73507 for the upcoming school year, July 1, 2020 – June 30, 2021, pursuant to Section 2 of the lease agreement for period July 1, 2017 – June 30, 2022.

IN WITNESS WHEREOF, the parties have signed this Renewal Agreement as of the _____ day of June, 2020.

LAWTON PUBLIC SCHOOL DISTRICT I-8,
COMANCHE COUNTY, OKLAHOMA aka
LAWTON PUBLIC SCHOOLS
(LESSOR)

BY: _____
President, Lawton Board of Education

CROSSROADS YOUTH & FAMILY SERVICES INC
(LESSEE)

BY:_____
Executive Director

Ryan Schumaker
Dell Partner Software
ryan_schumaker@dell.com
512-723-5950

Customer: Lawton Public Schools
Contact: AJ Watson
Email: aj.watson@lawtonps.org

Date of Issue: 4/23/2020
Quote Expires: 6/30/2020

Renewal of Enrollment# 59918690

Microsoft Campus Agreement	Mfg#	Qty	Unit Price	Ext. Price
M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	AAD-38391	1479	$59.25	$87,630.75
M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	AAD-38391	15000	$0.00	$0.00
AzureActvDrctryPremP2A ShrdSvr ALNG SU MVL AzureActvDrctryPremP1A PerUsr	6E9-00002	6	$6.25	$37.50
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	14	$302.00	$4,228.00
VSProSubMSDN ALNG LicSAPk MVL	77D-00110	4	$55.25	$221.00
			Total 12 months	$92,117.25

Customer acknowledges and agrees that Dell is a reseller of Microsoft branded software and related hosting services, and that the Microsoft Corporation will be solely responsible for maintaining, supporting and hosting all such cloud-hosted Microsoft offerings, including, without limitation, Azure software and Microsoft Office 365 software (together, "Cloud Applications"). Customer acknowledges and agrees that it will not hold [Dell] liable for, and hereby releases Dell from any claims with respect to, any damages, costs, and expenses suffered by the Customer caused by the Cloud Applications. This includes, without limitation, any claims related to: (a) Cloud Applications not being available for use by the Customer because of a service outage or other cause; (b) a loss of any [Customer] data stored or processed by the Cloud Applications including, without limitation, any personally identifiable information of any person and (c) the performance or functionality if the Cloud Applications.

1) Customer's purchase is subject to the terms and conditions of the above referenced contract.

2) Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a questions re: your tax status, please contact your inside sales representative listed above.

3) Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.

4) All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.

5) Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Edgenuity

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
Lawton Independent School District 8
LAWTON OK
Quote Number 144732
Total $51,495.00
Date 1/29/2020

Payment Schedule

Contract Start	Contract End
7/1/2020	6/30/2021

Qty	Description	Comment	End Date
GATEWAY SUCCESS CENTER			
1	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes Sophia, eDynamic Learning and Purpose Prep)	Edgenuity	06/30/2021
1	Digital Libraries Career Education Add-on Site License		06/30/2021
1	Odysseyware K-12 Comprehensive Site License (Content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes Sophia, eDynamic Learning and Purpose Prep) Includes CTE	Odysseyware	06/30/2021
2	Professional Development Onsite Day		06/30/2021
1	Purpose Prep PD Onsite Day		06/30/2021
1	Purpose Prep Site License	Social Emotional Learning	06/30/2021

Subtotal	$51,495.00
Total	$51,495.00

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

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

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Lawton Independent School District 8

Signature: _____

Print Name: _____

Title: _____

Date: _____

Edgenuity Inc. Representative

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

We appreciate the opportunity to serve you!

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

edmentum™

Date:	6/4/2020
Order Number:	Q-192336
Revision:	4
Order Form Expiration Date:	9/30/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 232671
Customer Name: Lawton Public Schools
Billing Address: PO Box 1009
Lawton, OK 73502-1009

Products and Services

Lawton Public Schools

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Core Library - Program License	60	7/1/2020	6/30/2021	12
Courseware: CTE Library - Program License	60	7/1/2020	6/30/2021	12
Courseware: Electives Library - Program License	60	7/1/2020	6/30/2021	12
Courseware: Health and PE Library - Program License	60	7/1/2020	6/30/2021	12
Courseware: World Languages Library - Program License	60	7/1/2020	6/30/2021	12
Courseware Elevate Package	1	7/1/2020	6/30/2021	12
			Lawton Public Schools Subtotal:	$15,040.00

Subtotal:	$15,040.00
Estimated Tax:	$0.00
Total US Funds:	$15,040.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Order Notes
Services to begin upon receipt of the PO and to continue through June 30, 2021.

Invoicing and Payment Terms
The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

edmentum™

Date:	6/4/2020
Order Number:	Q-192336
Revision:	4
Order Form Expiration Date:	9/30/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____

edmentum™

Date: 6/4/2020
Order Number: Q-192336
Revision: 4
Order Form Expiration Date: 9/30/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	$2,500.00
EdOptions Academy Elementary Pathways	$3,000.00
EdOptions Academy Elementary Semester	$1,600.00
EdOptions Academy Active Yearly per Student	$2,500.00
EdOptions Academy Active Monthly per Course	$80.00
EdOptions Academy Active Monthly per Student	$250.00
EdOptions Academy 18 Week Core Courses	$295.00
EdOptions Academy 18 Week CTE and Elective Courses	$295.00
EdOptions Academy 18 Week Health and Fitness Courses	$295.00
EdOptions Academy 18 Week Advanced Courses	$325.00
EdOptions Academy 18 Week World Language Courses	$325.00
EdOptions Academy 18 Week Advanced World Language Courses	$325.00
EdOptions Academy 18 Week Course Extension Fee	$50.00
EdOptions Academy 9 Week Semester Courses	$200.00
EdOptions Academy 9 Week Course Extension Fee	$25.00
EdOptions Academy Test Prep Courses	$295.00
EdOptions Academy Remediation Courses	$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Roles and Responsibilities:

Our Responsibilities
We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.

- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities
You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

Eduskills LLC

Cloud-Based Software & Consulting

EL Cloud-Database Quote

Eduskills LLC
10400 Vineyard Blvd.
Suite F
Oklahoma City, OK 73120
taylor@eduskills.us

SERVICE PERIOD:
JULY 1ST, 2020-JUNE 30TH 2021

TO Ms. Teresa Donahue
Director of Federal Programs
Lawton Public Schools
753 NW Ft. Sill Blvd
Lawton, OK 73507

DESCRIPTION	QUANTITY	RATE	TOTAL
EL Technical Support (Includes database access and support for 1 district level user)	10.5 (days)	$2200	$23,100

TOTAL $23,100

Please submit this estimate and a purchase order to EduSkills LLC. We will then send an invoice and activate your service.

Accepted by _____

Date _____

***We reserve the right to change our pricing structure at any time prior to quote acceptance.**

EL Cloud-Database Service Description

EL Technical Support: 12 Months of Service

- EL Form Scanning & Processing: EduSkills will support EL identification by scanning and processing HLS forms in addition to supporting the October 1st consolidated reporting process for bilingual count. Increases efficiency by taking paperwork processing and organization off of educators' hands and increases funding for districts.
- ELAP Generator: Access for 1 District level user. Supports federal and state compliance by generating learning plans, tracking students' progress toward English acquisition, and generating parent letters in multiple languages. Saves time on reporting requested data for compliance and standardized testing.
- EL Admin. Analysis and Reporting: Generate WIDA comparison and other assessment reports to support district level EL Improvement planning and reporting. Provides school administrators with detailed district level EL data that supports state require improvement plan reports.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), dated as of _____, 2020, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC. ("EES"),** whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO.** I008 **OF** Comanche **COUNTY, OKLAHOMA, a/k/a** Lawton **PUBLIC SCHOOLS ("District").**

RECITALS:

A. EES has developed a web application known as OKTLE for use with the teacher evaluation framework known as the Tulsa TLE Observation and Evaluation System. EES has developed a web application known as SEES for use in support employee evaluation. EES has also developed a web application for use with the McREL principal/leader evaluation system. EES has developed a web application known as Hire for Ed for use in managing the employee hiring process.

B. EES and the District desire to license the use of EES's OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2020-2021 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems (the "License").

2. **Term**. The term of this Agreement shall be for one year, beginning July 1, 2020 and ending June 30, 2021.

3. **Support, Training and Services**. District's license of the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems includes online access to the web-based teacher, support employee and principal/leader evaluation systems, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. State mandated training for evaluators on the Tulsa TLE Observation and Evaluation System or McREL principal/leader system is not included with this license, and may be obtained from the State or State licensed vendors according to the requirements of the Oklahoma State Department of Education.

4. **License Fee**.

OKTLE – Teacher Evaluation

$27.50 per teacher
$24.75 per teacher for members of OROS, ORES or USSA
For the 2020-2021 school year, the District will have
900 teachers
X 27.50 per teacher

OKTLE TOTAL 24,750.00

McRel – Leader Evaluation

~~$200.00 per Leader/Principal~~
$160.00 per Leader/Principal for OKTLE districts
For the 2020-2021 school year, the District will have
60 Leaders/Principals,
X $160.00 per Leader/Principal

McREL TOTAL 9,600.00

SEES - Support Employee Evaluation

~~$20.00 per employee~~
$16.00 per employee for OKTLE districts
For the 2020-2021 school year, the District will have
_____ support employees
X $16.00 per employee

SEES TOTAL -0-

HIRE FOR ED – Teacher Recruitment and Hiring

Post jobs, accept applications, and manage your hiring process *online* simply and easily.
Admin office plus up to 3 school sites ~~$1,200~~ **$960 for OKTLE districts**
+ Additional school sites _____ **x $300** =_____

HIRE FOR ED TOTAL -0-

TOTAL 2020-2021 SCHOOL YEAR COST 34,356.00

5. **Release by District**. District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems provided to District by EES.

6. **District's Remedies**. District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability**. To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous**.

(a) **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability**. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability**. The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver**. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction**. Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property**. District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2020.

EMPLOYEE EVALUATION SYSTEMS, INC.

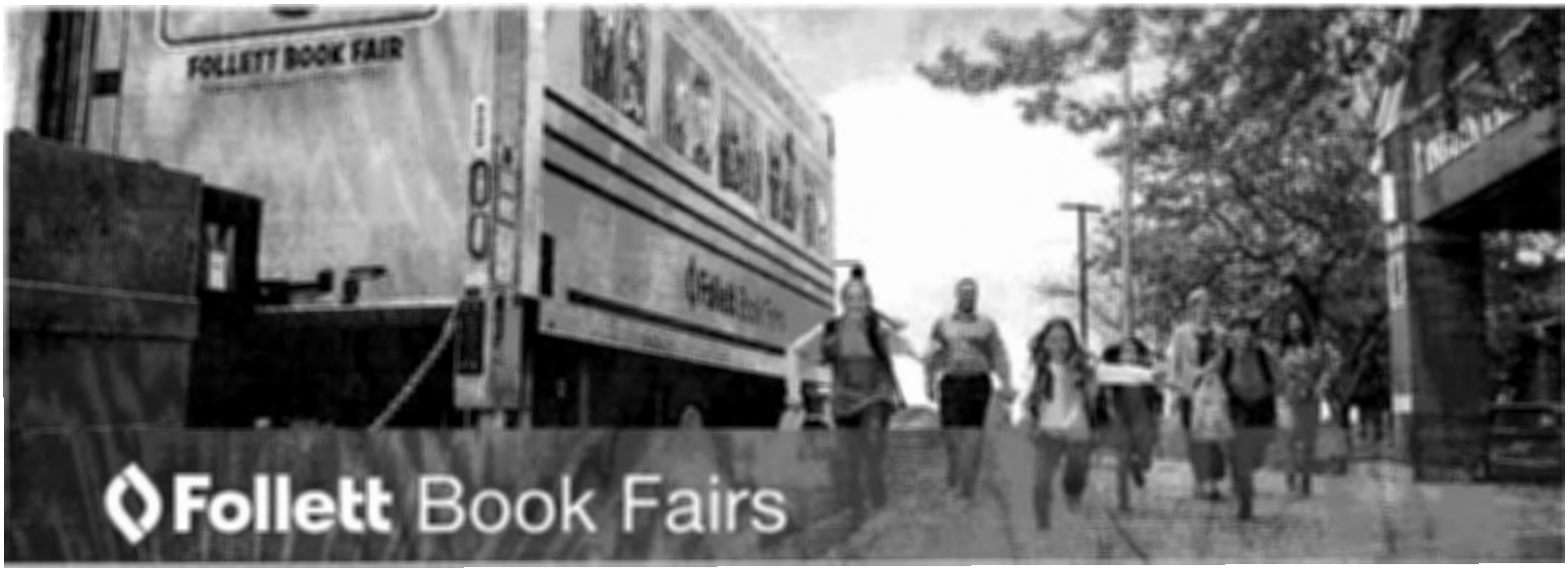
By: _____
President

"EES"

INDEPENDENT SCHOOL DISTRICT NO. ___
OF _____COUNTY, OKLAHOMA,
a/k/a _____PUBLIC SCHOOLS

By: _____
For the District

"DISTRICT"



Thank you for investing in the reading culture at your school and agreeing to host a Follett Book Fair! We look forward to partnering with you to help your students learn to love reading! A love for reading is critical to the success of all students, in school and in life. We are excited to bring Follett Book Fairs to your school and provide your students with access to books they want to read. Thank you for your partnership in this endeavor!

ANY SCHOOL WITHIN THE DISTRICT, ANYTIME, THROUGHOUT THE 2020-2021 SCHOOL YEAR

This Memo of Understanding outlines the terms of the partnership between _____ and Follett Book Fairs. _____ is scheduled to run a Follett Book Fair _____ – _____.

Fair Planning

Follett will:	will:
• Provide a Book Fair Consultant to help you plan your event from beginning to end.	• Provide an Event Coordinator who will be the primary contact between the school and Follett and will recruit and lead volunteers to assist with the fair. • Provide access to an electrical outlet, ethernet or Wi-Fi access.

Fair Delivery & Pick Up/Location

Follett will:	will:
• Deliver your book fair up to three days prior to the start of your event and pick up no later than three days after event.	• Provide a location on the first floor (or access to an elevator for upper level delivery) of your school building that has access to an electrical outlet.

All Follett Book Fairs team members have passed a preemployment background check and drug screen as a condition of employment.

All Follett vehicles, owned or leased, will be properly insured in accordance with all applicable laws and regulations. All legally required documentation will be present on all vehicles.

Marketing

Follett will:	will:
• Provide creative and fun marketing materials to publicize and promote your book fair. • Provide ideas and strategies to build excitement and involvement at your fair and generate a more successful and engaging literacy event.	• Agree to promote the book fair through various communication channels (social media, school webpage, newsletters, provided print marketing, etc).

Product

Follett will:	will:
• Partner with your school to provide a book fair that is appropriate to your enrollment, grade span, reading level and interests, with tabletop display selections that best fit your school community. • Provide cases and premerchandised displays that will be simple to set up and display in your chosen location.	• Agree that Follett book fairs will be the sole provider of books being sold during the scheduled fair dates of _____-_____. • Set up the book fair upon delivery and repack upon completion. • Return all unsold items. • Allow our Follett Cash Registers to have access to a live Ethernet port or secure Wi-Fi network connection.

Financial Process & Wrap-Up

Follett will:	will:
• Provide a Point of Sale System (POS), which will allow you to easily track sales and take multiple forms of payment, including all major credit cards, cash, checks and gift cards. • Walk you through all financial paperwork and assist your school with the selection of resources and materials earned.	• Collect sales tax if required by state law. • Complete fair closeout one week from the end date of your fair. • Remit payment within 7-10 business days of your fair. • Provide a recap of opportunities for improvement and/or meet with a Follett representative to share details of your experience.

This Memo of Understanding will expire 30 days from date sent.

Customer Rewards

Follett will:
• Provide your school with a robust selection of resources, tools and educational materials to choose from as a benefit of running your fair. As the primary supplier to PreK-12 schools and districts, we have the best selection of innovative products to transform learning. • Help you determine the best profit and rewards options based on the specific needs of your students. Speak with your Book Fair Consultant for additional details.

Follett reserves the right to update and modify the rewards program without notice. For the latest information, please talk to your Book Fair Consultant.

As this is your book fair, we would like to schedule time to review your event to better understand the opportunities to serve you.

Please sign below and return to your Book Fair Consultant to ensure your event is scheduled. We appreciate the opportunity to be your partner in this exciting event.

X _____ _____
Event Coordinator/School Principal — Date

X _____ _____
Book Fair Consultant, Follett Book Fairs — Date

_____ _____
School Name — Customer Number

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RENEWAL QUOTE

Follett

Page	1
Quote#	7507776
Issue Date	04/30/2020
Expiration Date	10/31/2020
Customer#	3529644
Customer	LAWTON SCH DIST

LAWTON SCH DIST
PO BOX 1009
LAWTON OK 73502

Quote Summary	Payable in USD
Quote Total	$31,543.50

Applicable taxes are NOT included

NOTICE OF PAYMENT DUE

Mail Payment (Check)
Follett School Solutions, Inc.
91826 Collection Center Drive
Chicago, IL 60693 USA

Mail Purchase Order
Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follett.com
Fax: 800-852-5458

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
ALMOR WEST ELEM SCH - 3530955					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
CARRIAGE HLS ELEM SCH - 3500328					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
CENTRAL MDL SCH - 3529590					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,042.50**
CLEVELAND ELEM SCH - 3500329					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
CROSBY PARK ELEM SCH - 3529592					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
DOUGLASS LRNG CTR - 3529645					

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)
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RENEWAL QUOTE

Follett

Page	2
Quote#	7507776
Issue Date	04/30/2020
Expiration Date	10/31/2020
Customer#	3529644
Customer	LAWTON SCH DIST

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$786.45
				Site Total	**$786.45**
EDISON ELEM SCH - 3500331					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
EISENHOWER ELEM SCH - 3500332					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
EISENHOWER JR HIGH SCH - 3529593					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,042.50**
EISENHOWER SR HIGH SCH - 3529594					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,042.50**
FREEDOM ELEM SCH - 3521275					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
HUGH BISH ELEM SCH - 3529591					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
JOHN ADAMS ELEM SCH - 3529589					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
LAWTON HIGH SCH - 3529650					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

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RENEWAL QUOTE

Follett

Page	3
Quote#	7507776
Issue Date	04/30/2020
Expiration Date	10/31/2020
Customer#	3529644
Customer	LAWTON SCH DIST

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total	**$1,042.50**
LEARNING TREE ACAD - 3500348					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
LINCOLN ELEM SCH - 3530310					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
MACARTHUR HIGH SCH - 3500339					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,042.50**
MACARTHUR MDL SCH - 3500338					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,042.50**
PAT HENRY ELEM SCH - 3500345					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
PIONEER PARK ELEM SCH - 3530490					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
PROFESSIONAL DEVELOPMENT CTR - 3502403					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,042.50**
RIDGECREST ELEM SCH - 3500334					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**

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RENEWAL QUOTE

Follett

Page	4
Quote#	7507776
Issue Date	04/30/2020
Expiration Date	10/31/2020
Customer#	3529644
Customer	LAWTON SCH DIST

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
SULLIVAN VLG SCH - 3500344					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
TOMLINSON JR HIGH SCH - 3529655					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$786.45
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,828.95**
WASHINGTON ELEM SCH - 3500346					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
WHITTIER ELEM SCH - 3530520					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**
WOODLAND HLS SCH - 3530540					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2020	06/30/2021	$892.50
67051P	RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$159.20
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2020	06/30/2021	$150.00
				Site Total	**$1,201.70**

End of Quote

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

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frontline education

Quote ID Q-24146
04/22/2020

Frontline Education Renewal Notice

Attn: Lawton Public Schools

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. Additionally, functionality has been added to provide user assistance for login issues. The pricing for your subscription(s) renewing on 7/01/2020 is listed below.

Description	Start Date	End Date	Qty	Rate	Amount
Absence Management Solution	7/01/2020	6/30/2021	1	$18,861.61	$18,861.61
Frontline Central Solution	7/01/2020	6/30/2021	1	$26,212.50	$26,212.50
Total					**$45,074.11**

Please use this link to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Daniel Alvisi at (484) 328-4598 or by emailing us at renewals@frontlineed.com.

Garland Hall
Chief Client Success Officer

AJ Watson

From: Michael Pilon <Gale@engage.cengage.com>
Sent: Monday, May 4, 2020 7:59 AM
To: AJ Watson
Subject: Time to renew your Gale resources

***CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! ***

SUBSCRIPTION RENEWAL NOTICE

As COVID-19 continues to affect our daily lives, Gale is committed to making sure your students, faculty, patrons, or staff continue getting the trusted resources they need. We strive to remain a partner with you beyond the current crisis. Gale provides essential content, streamlined access and easy collaboration. Through learning-focused features that promote ease of use and integration, our resources are developed to meet the needs of the diverse e-learner. Please connect with me if you need access extended as we work through this unprecedented time.

Thank you for your continued partnership with Gale, a Cengage company. Together we support the educational endeavors of learners at every stage of life.

CONTRACT NUMBER: 490208

INVOICE TO LAWTON PUBLIC SCHOOLS
A J Watson

DELIVER TO LAWTON PUBLIC SCHOOLS-8320586
A J Watson

RESOURCE	ISBN	# OF SITES	ANNUAL COST
Gale In Context: High School	9780787649258	3	$ 12,183.35
		RENEWAL TOTAL	$ 12,183.35

*plus applicable sales tax

SUBSCRIPTION DATES: Jul 01, 2020 - Jun 30, 2021
PAYMENT TERMS: Net_30

Note that you do not need to wait for your renewal date to confirm. Renew your resources at any time by clicking the button below.

MEMORANDUM OF UNDERSTANDING

LAWTON PUBLIC SCHOOLS and GREAT PLAINS TECHNOLOGY CENTER agree to offer courses for academic credit through online curriculum providers, in a blended instruction environment, or through traditional instructional delivery. This agreement is valid for school year 2020-21. Grades as reported by Great Plains Technology Center to Lawton Public Schools will be entered on the student's high school transcript for high school credit.

It should be noted that:

- Curriculum is aligned with Oklahoma state standards.
- Curriculum delivery is via online interactive technology, through blended instruction, or by a traditional means by a Highly Qualified teacher certified by the state of Oklahoma in the specific subject.
- Students may enroll having been granted permission to do so by Lawton Public Schools.
- Priority for enrollment will be given to students that are presently enrolled at GPTC (first priority) and students that have pre-enrolled at GPTC (second priority).
- Any fees charged by GPTC for this purpose will be the responsibility of the student.

This agreement is entered into ~~May 1~~ June 25, 2020.

Kevin Hime, Superintendent
Lawton Public Schools

_____, President
Lawton Board of Education

Clarence Fortney, Superintendent
Great Plains Technology Center

MEMORADUM OF UNDERSTANDING

LAWTON PUBLIC SCHOOLS and GREAT PLAINS TECHNOLOGY CENTER agree to offer courses for academic credit as specified by the Oklahoma State Board of Education. Under this agreement, Great Plains Tech Center is responsible for having highly qualified instructors teaching the individual course and for assigning a grade to the student's completed work. The school district is responsible for transcripting the grade as academic credit.

The highlighted courses are available to students for school year 2020-2021 at Great Plains Tech Center.

Courses Approved for Academic Credit	OCAS Code	Subject Area
Math:		
PLTW Digital Electronics	8711	Counts for a math credit if taught by a math certified teacher
Science:		
PLTW Principles of Biomedical Science	8706	Counts as a science credit if taught by a science certified teacher
PLTW Human Body Systems	8707	Counts as a science credit if taught by a science certified teacher
PLTW Medical Interventions	8708	Counts as a science credit if taught by a science certified teacher
PLTW Biotechnical Engineering	8714	Counts as a science credit if taught by a science certified teacher
PLTW Aerospace Engineering	8715	Counts as a science credit if taught by a science certified teacher
PLTW Biomedical Innovations	8719	Counts as a science credit if taught by a science certified teacher
Computer Education:		
PLTW Introduction to Engineering By Design	8709	Counts as Computer Technology credit *
PLTW Principles of Engineering	8710	Counts as Computer Technology credit *
Electives:		
Engineering By Design and Development	8716	Elective credit

This agreement is entered into ~~May 1~~ June 25, 2020 and must be updated yearly.

_____(signature)
Kevin Hime, Superintendent
Lawton Public Schools

_____(signature)
_____(print name)
Lawton Board of Education

_____
Clarence Fortney, Superintendent
Great Plains Technology Center

EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June, 2020, by and between GREEN FAMILY INVESTMENTS, LP, as "LESSOR", and BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA, as "TENANT".

W I T N E S S E T H:

WHEREAS, TENANT has been occupying a certain office/warehouse building, containing approximately 20,000 square feet, located at 421 Simpson, Lawton, Oklahoma, owned by LESSOR pursuant to a lease agreement dated March 12, 2005; and

WHEREAS, the parties hereto desire to extend said lease agreement for an additional term from July 1, 2020, through June 30, 2021.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements of the parties, it is stipulated and agreed by and between the parties as follows:

1. The lease agreement previously entered into between LESSOR and TENANT dated March 12, 2005, is extended for an additional term from the 1st day of July, 2020, through the 30th day of June, 2021.

2. There shall be no change in the rental for this extension term.

3. In all other respects, the terms and conditions of said lease agreement shall remain as set forth in the original lease.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of June, 2020.

LESSOR: GREEN FAMILY INVESTMENTS, LP

By _____
Clayton L Green, Jr

TENANT: LAWTON BOARD OF EDUCATION

By _____
President

Loss Control
SERVICE AGREEMENT- Workers' Compensation

This agreement is entered into July 1, 2020 by and between Lawton Public Schools, herein "**Client**" and (Healthcare Safety Solutions, Inc.) "**Service Company**".

Client agrees to retain the services of **Service Company**, and **Service Company** agrees to provide loss control services as outlined in the proposal for **Client's** workers' compensation program.

The service fee under the terms of this contract shall be a sum of $25,000 a year payable in 12 monthly payments of $2,083.33 commencing with the month of July 2020. **Service Company** shall invoice the client each month for its service fee.

The contract is effective July 1, 2020 and expires June 30, 2021. This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date **Service Company** completes the services required by this agreement.
- The date either party terminates the agreement as provided below.

Either party may cancel the contract with thirty (30) days written notice. **Client** and **Service Company** can change the terms and conditions of the contract by mutual agreement.

Hold Harmless

Service Company agrees to indemnify and hold harmless Lawton Public School District from any and all liabilities, loss of damage that Lawton Public School District may suffer as a result of claims, demands, costs, or judgments against Lawton Public School District arising from services performed by Service Company as contemplated in this contract.

LAWTON PUBLIC SCHOOLS

_____ _____
Signature Date

Healthcare Safety Solutions, Inc.

Todd Smith 5-5-20
Signature Date

LAWTON PUBLIC SCHOOLS
JOHNSON-O'MALLEY PROGRAM
CONTRACT NO. A19AV00618

Parent Committee By-Laws
and
Grievance and Appeal Procedures

LAWTON PUBLIC SCHOOLS
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS

ARTICLE I. NAME OF COMMITTEE

A. Lawton Public Schools Johnson O'Malley Indian Education Committee

ARTICLE II. PURPOSE OF THE COMMITTEE

A. The establishment and the work of the parent committee is to comply with the regulations as found in the Federal Register, Volume 40, Number 213, Tuesday, November 4, 1975. (Refer to 25 CFR Part 273.16, Powers and Duties of the Indian Education Committee to complete the purposes).
   1. To promote the welfare of the Indian children and youth in home, school, community and tribe.
   2. To raise the standards of the school achievement of Indian children.
   3. To bring into close relationship the home and the school so that parents and teachers may cooperate intelligently in the education of Indian children and youth.

ARTICLE III. MEMBERSHIP

A. Establishment of the Parent Support Members
   1. Parents of eligible Johnson O'Malley Indian students in the Lawton Public School District are encouraged to become involved and attend each scheduled meeting.
   2. Parents are automatically enrolled as a Parent Support Member
   3. No annual election is required for the Parent Support Members.

B. Voting Rights
   1. Each member shall have one vote in any matter submitted to the parent committee for a general vote.
   2. Proxy voting and absentee balloting shall not be permitted.
   3. A member may abstain from voting on any matter.

C. Termination of Parent Support Membership
   1. The child of the member is no longer enrolled in the Lawton Public School district.

D. Powers and Duties of the Indian Education Committee
   1. Recommend curriculum, including texts, materials, and teaching methods to be used in the contract programs.
   2. Approve the budget preparation and execution.
   3. Recommend criteria for employment in the program.
   4. Nominate a reasonable number of qualified prospective staff members from which the Lawton Public School district would be required to select from.

5. Evaluate JOM funded positions and program results and make recommendations to the Lawton Public School district.
6. Secure the JOM application.
7. Recommend cancellation or suspension of the JOM program if Lawton Public Schools district fails to permit committee to exercise powers of duties.
8. The organizational papers and the by-laws of the Lawton Public Schools Johnson O'Malley Indian Education Committee may include additional powers and duties which would permit the Committee to:
    a) Participate in negotiations concerning all applications under this part.
    b) Make an annual assessment of the learning needs of Indian children in the community affected.
    c) Have access to all reports, evaluations, surveys and other programs and budget related documents determined necessary by the Committee to carry out its responsibilities, subject only to the provision of 273.49.
    d) Request period reports and evaluations regarding the Lawton Public Schools Johnson O'Malley Indian Education Program.
    e) Hear grievances related to the programs in the education plan.
    f) Meet regularly with the professional staff serving Indian children and with the local education agency.
    g. Hold committee meetings on a regular basis, open to the public.
    h) Have additional powers as are consistent with these regulations.

ARTICLE IV. OFFICERS and COMMITTEEMAN

A. Establishment of the Lawton Public Schools Johnson O'Malley Indian Education Committee
    1. According to Sub-Part A, Part 273.15 of the November 4, 1975 regulations, an Indian Education Committee is to be elected from among parents (including persons acting "in loco parentis") except school officials of eligible Indian students enrolled in the schools affected by a sub-contract under this part.
    2. The Lawton Public Schools Johnson O'Malley Indian Education Committee shall be composed of a minimum of seven (7) members.
        a) Chairman
        b) Vice Chairman
        c) Secretary
        d) Committeeman 1
        e) Committeeman 2
        f) Committeeman 3
        g) Committeeman 4

B. Election and Term of Office

1. The officers and committeemen of the Lawton Public Schools Johnson O'Malley Indian Education Committee shall be elected by a majority vote. The Chairperson, Secretary, and Committeeman1 and Committeeman 4 are elected for a three year term and the Vice Chairperson, Committeeman 2, Committeeman 3 are elected for a two year term.

C. Vacancy

1. A vacancy in the Lawton Public Schools Johnson O'Malley Indian Education Committee may be filled by a majority vote of the members present at a general meeting. The newly elected officer shall serve only for the unexpired portion of the term of the vacant office.
2. Parent members are allowed to volunteer for an open position providing no opposition withstanding.

D. Removal/Termination

1. Any officer and/or committeeman may be removed by a two-thirds vote of all the members present whenever it is in the best interest of the committee.
2. Any officer and/or committeeman may resign by giving a written resignation to the parent committee.
3. Any officer and/or parent committee shall be automatically removed from their position in the Lawton Public Schools Johnson O'Malley Indian Education Committee for the following reasons:
    a) The member does not attend any regular or special meetings of the committee for three (3) consecutive months.
    b) The child of the member is no longer enrolled in the Lawton Public School District.
4. Transferring of elected positions
    a) Elected positions of the Lawton Public Schools Johnson O'Malley Indian Education Committee cannot be transferred between members.

E. Duties of the Officers and the Committeemen

1. Chairperson
    a) The Chairperson shall perform all duties incidental to the office of the Chairperson and such other duties as may be prescribed by the Lawton Public Schools Johnson O'Malley Indian Education Committee from time to time. Specific duties are to preside over all general committee meetings and sign all letters, reports and other committee papers as required.
2. Vice-Chairperson
    a) The Vice-Chairperson will assume the role of the Chairperson in his/her absence. Other duties of the vice-Chairperson are: ensure that the membership on the Lawton Public Schools Johnson O'Malley Indian Education Committee is consistent with Federal guidelines and arrange for speakers and special events. He or she shall perform such other duties as may be prescribed by the committee from time to time.

3. Secretary
    a) The Secretary shall keep the minutes of the meetings, regular, special, and emergency and shall provide minutes to the committee, school administrator, and to such other persons the committee may indicate. He or she shall see that all notices are given in accordance with the provisions of these by-laws, be custodian of the committee's records and keep a list of the addresses and telephone numbers of each committee member. The Secretary shall perform other such duties as prescribed by the Lawton Pubic Schools Johnson O'Malley Indian Education Committee from time to time.
4. Committeeman
    a) The Committeeman of the Lawton Public Schools Johnson O'Malley Indian Education Committee shall attend the Lawton Public Schools Johnson O'Malley Indian Education Committee meetings, have full voting rights, and assist the Lawton Public Schools Johnson O'Malley Indian Education Committee officers and Johnson O'Malley staff in the program design, implementing and evaluating the Johnson O'Malley program.
    b) Being a Lawton Public Schools Johnson O'Malley Indian Education Committeeman does not give any one member any authority. You are a Lawton Public Schools Johnson O'Malley Indian Education Committee Board Member during the Board meeting.
    c) You may not represent yourself as a Lawton Public Schools Johnson O'Malley Indian Education Committee Board Member on any occasion unless you have been given authority, by motion of the Lawton Public Schools Johnson O'Malley Indian Education Committee to represent yourself as such.
    d) Lawton Public Schools Johnson O'Malley Indian Education Committeeman members are to vote on any issue (motion) that is brought before the Board. The only reason that a Lawton Public Schools Johnson O'Malley Indian Education Committee member would abstain from voting would be in a conflict of interest issue.

ARTICLE V. MEETINGS

A. The Lawton Public Schools Johnson O'Malley Indian Education Committee shall have meetings no less than four (4) times per year and on the call of the chairperson. A majority of members present at any meeting may adjourn the meeting.
    1) Regular Meetings
        a) The date and time of regular meetings will be approved by a majority vote at the beginning of the school year by the Committee.

b) Notice of regular meetings shall be in writing and shall state the date, time and location of the meeting.
    1) Public notice will be posted via internet (Lawton Johnson O'Malley Facebook, Lawton Public Schools webpage).
c) All members shall be notified in-person, through email or by telephone, if necessary.
d) A copy of the agenda shall be distributed at each meeting.
    1) Minutes shall be made available at the regular meeting, read and approved.
e) All regular meetings shall be open to the public in compliance with the Open Meeting Act.

2. Parent/Community Meetings
    a) The date and time of meetings will be approved by the committee.
    b) Notice of regular meetings shall be in writing and shall state the date, time, and location of the meeting.
        1) Public notice will be posted via internet (Lawton Johnson O'Malley Facebook, Lawton Public School webpage).
    c) All members shall be notified in-person, through email or by telephone, if necessary.
    d) A copy of the agenda shall be distributed at each meeting.
        1) Minutes shall be made available at the regular meeting, read and approved.
    e) All regular meetings shall be open to the public in compliance with the Open Meeting Act.
3. Special Meetings
    a) Special meetings may be called by the chairperson or by a majority vote of the committee. All members shall be notified in-person, through email or by telephone, if necessary.
    b) Committee members will be permitted to join Special Meetings via telephone conference line and/or video conferencing.
4. Quorum
    a) A simple majority of the committee shall be required to constitute a quorum necessary for the transaction of the business of the Lawton Public Schools Johnson O'Malley Indian Education Committee. No decision of the committee shall be valid unless there is a majority vote of the members constituting a quorum.
    b) Committee members will be permitted to join Special Meetings via telephone conference line and/or video conferencing.
5. Agenda
    a) The agenda for each meeting shall be prepared by the Chairperson or the Indian Education Coordinator. Individual members of the Lawton Public Schools Johnson O'Malley Indian Education Committee are encouraged to submit agenda items for the Chairperson or present

their proposals formally under the agenda of "New Business."

b) An item may be placed on the agenda for discussion by contacting the Chairperson in writing at least two (2) days prior to the regular meeting date.

ARTICLE VI. ACCOUNTING

A. Account Management
   1. Lawton Public School Finance and Business Department will manage the program's accounts.
   2. In the event, the committee decides to activate as a separate entity away from The Lawton Public Schools Finance and Business Department, the committee shall elect an additional committee member as the Treasurer to oversee the accounting procedures. Such duties will then become separate from the Secretary.

B. Budget
   1. The annual budget for allocated funds will be determined by the needs assessment survey of the eligible child.

C. Record Keeping
   1. In accordance with CFR 25 Part 273, all Lawton Public Schools Johnson O'Malley documentation will be kept on file for a minimum of five (5) years.
   2. Student documentation will be kept on file in the Lawton Public School Indian Education Office.

ARTICLE VII. PARLIMENTARY AUTHORITY

A. The Lawton Public Schools Johnson O'Malley Indian Education Committee will operate and conduct meetings in accordance with Robert's Rules of Order newly revised edition.

ARTICLE VIII. AMENDMENTS

A. The by-laws may be amended at any regular or special meeting by a majority vote of the members of the Lawton Public Schools Johnson O'Malley Indian Education Committee in attendance, provided that the amendments are to carry out the purpose and objectives of the Lawton Public Schools Johnson O'Malley Indian Education Committee as expressed above. Any amendment must conform to CFR 25, Part 273.

LAWTON PUBLIC SCHOOLS
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS

ARTICLE IX. RATIFICATION

A. These by-laws shall be declared adopted by the Lawton Public Schools Johnson O'Malley Indian Education Committee when passed by majority of the full membership of the committee, at a duly convened meeting of the committee.

Whereas, the Lawton Public Schools Johnson O'Malley Indian Education Committee Met in a duly called and convened meeting held on October 8, 2019, and THEREUPON a motion duly made and seconded, it was RESOLVED, that the foregoing By-Laws were adopted in all respects.

IN WITNESS THEREOF,

X _____
Chairman

X _____
Vice-Chairman

X _____
Secretary

X _____
Committeeman 1

X _____
Committeeman 2

X _____
Committeeman 3

X _____
Committeeman 4

ADDENDUM 1. GRIEVANCE POLICY

1. The purpose of this addendum is to implement the grievance policy established by the Lawton Public Schools Board of Education.
2. A hard copy of the grievance policy will be kept on file with the Lawton Public Schools Johnson O'Malley Indian Education Committee Secretary

RECEIVED
OCT 2 3 2019
BY: .....

FOR GRIEVANCE PROCEDURE FILING, PROCESSING AND RESOLVING COMPLAINTS ALLEGING DISCRIMINATION

Definitions

Discrimination Complaint: A written complaint alleging any action, policy, procedure or practice that discriminates on the basis of race, color, national origin, sex, religion, age or disability (including harassment and retaliation).

Grievant: Any person enrolled in or employed by the District or a parent, guardian, or member of the public who submits a complaint alleging discrimination based on sex, race, color, national origin, religion, age or disability (including harassment or retaliation). For purposes of this policy, a parent or guardian's complaint or grievance shall be handled in the same manner as a student's complaint would be.

Title VI, Title IX, Section 504/Title II, and Age Act Coordinator(s): The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title VI of the Civil Rights Act, Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act and any other state and federal laws addressing equal educational opportunity. The Coordinator under Title VI, Title IX, Section 504/Title II and the Age Act is responsible for processing complaints and serves as moderator and recorder during hearings. The Coordinator of each statutory scheme: 504/Title II of the Americans with Disabilities Act, Title VI of the Civil Rights Act, Title IX Coordinator and the Age Act Coordinator, may be the same person or different persons. The appropriate Coordinator may be contacted at the following address:

Lawton Public Schools
Superintendent of Schools
753 Fort Sill Blvd.
Lawton, OK 73507
(580) 357-6900, ext. 200

Respondent: The person alleged to be responsible for the alleged discrimination contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.

Day: Day means a working day when the District's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

Pre-Filing Procedures: Prior to the filing of a written complaint, the student, parent or guardian, employee or patron is encouraged to visit with the building principal or the Coordinator, as applicable, and reasonable effort should be made by the District at this level to resolve the problem or complaint.

Filing, Investigation, Hearing and Review Procedures: The Grievant submits a written complaint to the Coordinator, as applicable, stating the basis, nature and date of the alleged discrimination, the names of persons responsible (when known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the Superintendent for assignment. Complaint forms are available from the offices of the District's coordinators.

RECEIVED
OCT 25 2019
BY:

GRIEVANCE PROCEDURE FOR FILING, PROCESSING AND RESOLVING COMPLAINTS ALLEGING DISCRIMINATION, Cont.

The Coordinator conducts a complete and impartial investigation within 10 days of receiving the complaint, to the extent reasonably possible, which shall include but not be limited to, interviewing the Grievant and any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (a) confirm or deny facts; (b) indicate acceptance or rejection of the Grievant's requested action; and (c) outline alternatives.

As to complaints of discrimination by students, parents or guardians and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the complaint and only when the disclosure is required or permitted by law. If a Grievant wishes to remain anonymous, the Coordinator will advise him or her that such confidentiality may limit the District's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with the investigation.

Within five days after completing the investigation, the applicable Coordinator will issue a written decision to the Grievant and Respondent.

If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within five days and request an appeal to the Superintendent. The written appeal shall contain a specific statement explaining the basis for the appeal. If the Superintendent is also the Coordinator, then the appeal shall proceed directly to the Board of Education.

Within five days after receiving the appeal request, the applicable Coordinator will refer the matter to the Superintendent for a hearing. If the Superintendent is the person alleged to have committed the discriminatory act(s), then a different decision maker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent and the Superintendent. The hearing will be conducted within 10 days after the Coordinator refers the matter to the Superintendent for a hearing.

At the hearing, the Superintendent will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.

Within five days after completing the investigation, the Superintendent will issue a written decision to the Grievant and Respondent.

If the Grievant or Respondent is not happy with the decision, he or she must notify the Superintendent, in writing, and request an appeal to the Board of Education. The written appeal shall contain a specific statement explaining the basis of the appeal.

GRIEVANCE PROCEDURE FOR FILING, PROCESSING AND RESOLVING COMPLAINTS ALLEGING DISCRIMINATION, Cont.

The Superintendent will notify the Board of Education, in writing, within five days after receiving the appeal. The clerk will place the appeal on a board agenda within 30 days from the date of notification to the Board of Education.

The Board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the board meeting, the Board may ask for oral or written evidence from the parties and any other individual it deems relevant. The clerk will make arrangements to audiotape any oral evidence presented. Within five days of the meeting, the Board will issue a final decision in writing to all parties involved.

General Provisions

Extension of time: Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date the complaint is filed until the Board of Education issues a final decision, shall be no more than 120 days.

Access to Regulations: Upon request, the Coordinator shall provide copies of any regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age or disability.

Confidentiality of Records: Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the District. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.

Representation: The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.

Retaliation: The District prohibits retaliation, intimidation, threats, or coercion of any person for opposing discrimination or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, appealing, or participating in any other discrimination complaint proceeding or hearing. The District will take steps to prevent the alleged perpetrator or anyone else at the District from retaliating against the alleged victim or any person who acts to oppose discrimination or participates in the complaint process. These steps include notifying students and employees that they are protected from retaliation, making sure that victims know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the District will take strong responsive action.

Basis of Decision: At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.

Notice: The District will notify all students, parents or guardians, members of the public and employees of the name, office and telephone number of each Coordinator and this grievance procedure in writing via school publications and/or postings at each school site to which employees or students are assigned.

Contract for Football Assignor

This contract, made in duplicate, is between Lawton, Lawton Eisenhower and Lawton McArthur High Schools and the football Commissioner/Assignor, Conference, Kenny Heitzman.

1. All assignments are for Varsity level football contests only, during school year 2020-2021 and continuing until one or both parties severe such ties.

2. Assignor certifies and agrees all crews are eligible officials with the Oklahoma Secondary Schools Activities Association and agree to work all contests as so assigned.

3. Lawton public schools agree to pay all officials assigned by the Commissioner. Each official assigned to officiate such varsity contest shall be compensated $95.00 and the referee of each contest shall be paid mileage, round trip, at the state rate on September 1st of each season.

4. Lawton, Lawton Eisenhower and Lawton McArthur each agree to compensate the Commissioner $175.00 each, per season for services rendered. All fees shall be paid within 10 days of receipt.

5. Both parties agree that the rules of the Oklahoma Secondary School Activities Association are a part of this contract. It is further agreed that if either party fails to fulfill the obligations of this contract and a settlement satisfactory to both parties is not agree upon, the contract and all claims arising thereunder will be presented to the Board of Directors of the Oklahoma Secondary Schools Activities Association and the decision given by the Board will be accepted as final.

Kenny Heitzman, Football Commissioner

Dated, June 10, 2020

Kiowa Tribe of Oklahoma

HEAD START PROGRAM

P.O. Box 369 : Carnegie OK 73015 : 1-888-742-2122 : 580-654-2300 : Fax: 580-654-2544

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAWTON PUBLIC SCHOOLS
AND
KIOWA TRIBE HEAD START PROGRAM

This agreement is between **Lawton Public Schools** and **Kiowa Tribe Head Start** for the period of August 2020 to July 2021. This agreement is binding on the staff members of both agencies, and will be reviewed at least annually. Either agency may revoke this agreement with a notice of at least 30 days.

The purpose of this agreement is to establish working procedures between **Lawton Public Schools** and **Kiowa Tribe Head Start** in the provision of services to preschool children, in compliance with federal and state laws and regulations.

It is the intent of this agreement to:

1. Define which services will be provided by each agency.
2. Ensure that children who are eligible for preschool services receive such services as required by federal and state laws and regulations that will improve their readiness for school.
3. Ensure that each agency cooperatively maintains communication and share leadership relationship responsibilities at the local level to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between Lawton Public Schools and Kiowa Tribe Head Start are developed, implemented and maintained.

This agreement applies only to preschool children three-years-old to Kindergarten eligible, inclusive, who are eligible for preschool services.

I. PURPOSE

To provide collaboration and coordination activities for eligible children.

II. DURATION

This agreement shall cover from August 2020 through July 2021.

III. GENRAL PROVISIONS OF THE AGREEMENT

All parties agree;
Preschool children are best served in environments that provide instruction in their home language and culture.

IV. AGENCY RESPONSIBILITIES

Kiowa Tribe Head Start agrees to:

1. Collaborate and coordinate with Lawton Public Schools to improve the availability and quality of services to Head Start children and families.
2. Participate in outreach efforts to identify eligible children.
    a. Receive parent permission to share information about such children.
    b. Collaborate with Lawton Public School teachers regarding professional development and instructional strategies.
    c. Ensure a smooth transition to school for eligible children.

3. Coordinate activities with Lawton Public School including:
    a. Collaboration on shared use of transportation and facilities, in appropriate cases.
    b. Collaboration to reduce duplication of services.
    c. Collaboration to enhance the efficiency of services and increase program participation of underserved populations of eligible children.
    d. Exchange information on the provision of non-educational services to such children.

4. Plan, coordinate, and biennially review each of the following activities:
    a. Educational activities, curricular objectives, and instruction.
    b. Public information dissemination and access to programs for families contacting any of the preschool programs.
    c. Selection priorities for eligible children to be served by the preschool programs
    d. Service areas
    e. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curriculum, and social and emotional development.
    f. Program technical assistance.
    g. Provision of additional services to meet the needs of working parents, as applicable.
    h. Communication and parent outreach for smooth transitions to Kindergarten.
    i. Provision and use of facilities, transportation, and other program elements.
    j. Other elements mutually agreed to by the parties to the memorandum.

Lawton Public School agrees to:

1. Collaborate and coordinate with **Kiowa Tribe Head Start** to improve the availability and quality of services to Head Start children and families.

2. Participate in outreach efforts to identify eligible children.
    a. Collaborate with **Kiowa Tribe Head Start** teaching staff regarding professional development and instructional strategies.
    b. Collaborate on shared use of transportation and facilities, in appropriate cases.
    c. Collaborate to reduce duplication of services.
    d. Collaborate to enhance the efficiency of services and increase program participation of underserved populations of eligible children.
    e. Exchange information on the provision of non-educational services to such children.

3. Participate biennially in coordination and review of each of the following activities:
    a. Educational activities, curricular objectives, and instruction.
    b. Public information dissemination and access to programs for families contacting any of the preschool programs.
    c. Selection priorities for eligible children to be served by the preschool programs.
    d. Service areas
    e. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development.
    f. Program technical assistance.
    g. Provision of additional services to meet the needs of working parents, as applicable.
    h. Communication and parent outreach for smooth transitions to Kindergarten.
    i. Provision and use of facilities, transportation, and other program elements.
    j. Other elements mutually agreed to by the parties to the memorandum.

V. Funding and Financial Responsibility

It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other, other than those expenses defined in any separate agreements in writing that may be between the parties cooperating in this program.

VI. Modification of the Agreement

Modification of the agreement shall be made by mutual consent of all parties. Written notification of changes to this document must be presented to all parties 30 days prior to any changes, and all parties must agree to the modification. Termination of the agreement may occur by any party upon a 60-day written notification.

It is agreed that the **Kiowa Tribe Head Start** and **Lawton Public Schools** understand and intend to abide by the terms outlined in this agreement. This agreement shall become effective when signed.

Board of Education, Lawton Public Schools — Date

Head Start Director — 6-11-2020 Date

Policy Council Chairman — 6/11/2020 Date

Kiowa Tribe of Oklahoma

HEAD START PROGRAM

P.O. Box 369 : Carnegie OK 73015 : 1-888-742-2122 : 580-654-2300 : Fax: 580-654-2544

MEMORANDUM OF TRANSITION AGREEMENT
BETWEEN
KIOWA TRIBE HEAD START
AND
LAWTON PUBLIC SCHOOLS

The Kiowa Tribe Head Start and the Lawton Public Schools do hereby establish and implement a Memorandum of Transition Agreement for services to children in accordance with the Head Start Performance Standards for the period of August 2020 to July 2021. Head Start is funded by the American Indian-Alaska Native Program Branch (AIANPB), Administration for Children and Families of the Department of Health and Human Services to prepare children as they transition from Head Start to elementary school.

I. PURPOSE STATEMENT

To ease the transition for children and their families from Head Start to Kindergarten, the Kiowa Tribe Head Start in collaboration with the Lawton Public Schools offers this cooperate relationship to implement the transition program.

It is the intent of this Agreement to:

A. Ensure that each cooperatively maintains communication and share leadership responsibilities at the local level to ensure that available resources are utilized in the most effective manner.
B. Ensure that cooperative arrangements between Lawton Public Schools and the Kiowa Tribe Head Start are developed, implemented, and preserved.
C. Prepare for the continuity of Head Start children's educational process by informing public schools of the children's development through:
    1. An overview of the Head Start curriculum for the Kindergarten teachers.
    2. Availability of the children's health, education, family goals, and special needs records upon request with parental approval.
D. Include Head Start children in the transition process through:
    1. An orientation to the new environment.
    2. An opportunity to meet Kindergarten teachers, principals, and other school personnel.
E. Include the parents in the transition process through:
    1. An overview of the public school's policies and regulations, including services for specials needs children.

2. An opportunity to meet Kindergarten teachers, Principals, and other school personnel
3. An opportunity to pre-enroll their children for entrance to Kindergarten.

II. The Parties agree to the following:

A. Initiate joint transition-related training for Head Start staff and public school personnel.
   1. Head Start Family Service Manager will develop a schedule of all training sessions with dates, time, and place for Head Start parent/guardians.
   2. Head Start Family Service Manager will conduct training sessions for all the Head Start teaching staff.
   3. The Head Start teachers will be given the opportunity to observe in the public school settings to better prepare the children for transition.
   4. Group sessions will be scheduled for Head Start and public schools personnel to exchange ideas about each program's goals, curriculum, materials, and schedules, and assessments for children.
   5. Head Start staff will notify parents of the training sessions and will provide transportation.
   6. Public school personnel will conduct training sessions on their policies and regulations for Head Start staff.
   7. The Head Start Family Manager will provide training for parents to prepare them for the transition into the public schools.
   8. The Family Service Manager in collaboration with the Disabilities Coordinator will inform the parents of special needs children and transition meeting.
   9. The Head Start staff will provide information with identified special needs children to the publics with parental consent.

III. The Kiowa Tribe Head Start and Lawton Public Schools together with an appropriate representative shall jointly undertake the following:

A. Lawton Public Schools and Kiowa Tribe Head Start personnel will meet in the spring of each year to establish procedures for the following transition activities:
   1. Head Start overview for Pre-K and Kindergarten teachers.
   2. Transfer of children's records
   3. Field trips to public school for Head Start children and parents to meet the Principal, Kindergarten teachers, and other school personnel.
   4. Head Start will meet to discuss the dates, times, and procedures of transition activities.

B. The Head Start center based children will be prepared for the transition process through classroom activities which stimulate play, dramatization and discussions about public school personnel, cafeteria, playground, classrooms, and schedules.

C. The home based children and parents will be prepared for the transition process through the identification of individual strengths and needs. The children will be provided the opportunity to have classroom socialization's to stimulate play, dramatization, and discuss about public school personnel, cafeteria, playground, classrooms, and schedules.

D. The Kiowa Tribe Head Start will prepare the environment for the children to learn through active exploration and interaction.
   1. Provide activities with learning materials relevant to child's own life experience.
   2. Provide opportunities to develop social and self-help skills
   3. Provide a multicultural program which is reflective of the Kiowa Tribal language and culture.
   4. Provide opportunities for cognitive development.
   5. Children's progress will documented for reporting of accomplishments outlining the conceptual learning, self-help activities and school readiness.

This agreement may be amended by mutual agreement in writing, executed by the officials executed by the officials executing this agreement or their successors, and appended herewith.

IV. SIGNATURE AND DATES

President, Lawton Board of Education — Date

Deah Co Haintа — 6-11-2020

Head Start Director — Date

Shannon Martinez — 6/11/2020

Policy Council Chairperson — Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement dated this ___ day of _____, 2020, is between the Lawton City Transit Trust (CTT), a public trust operating the Lawton Area Transit System (LATS), and Lawton Public Schools Independent District No. 8 (LPS), an independent school district:

SECTION I – MUTUAL INTERESTS

WHEREAS, LPS desires to alleviate parking problems and congestion on or near LPS middle and high school campuses by encouraging students and LPS Staff to use CTT's public transportation services, Lawton Area Transit System (LATS), in lieu of private automobiles; and

WHEREAS, LPS students and staff are residents of Lawton with a vested interest in the common goals of reducing congestion and air pollution as well as maintaining the overall quality of life within Lawton.

NOW, THEREFORE, CTT AND LPS agree that it is to their mutual benefit to reduce the number of private vehicle commuters going to and from the LPS middle and high school campuses and that a reduction requires a cooperative effort on the part of CTT and LPS in developing a program to encourage greater use of the public transit system.

As used herein, "LATS" means the public transit system also known as fixed-route bus service within the City of Lawton and Fort Sill.

SECTION II – TERMS

The term of this agreement is for twelve (12) months and is intended to cover July 1, 2020 till June 30, 2021.

SECTION III – TRANSPORTATION SERVICES

LATS will provide the following transportation services:

A. Unlimited access at no per-trip fare for all LPS middle school and high school students including Central Middle School, Eisenhower Middle School, MacArthur Middle School, Tomlinson Middle School, Eisenhower High School, Lawton High School, MacArthur High School, and Gateway Success Center during 2020 & 2021 (July 1 – June 30) on LATS fixed route bus system during LATS' operating hours.
B. Unlimited access at no per-trip fare for all LPS staff including Central Middle School, Eisenhower Middle School, MacArthur Middle School, Tomlinson Middle School, Eisenhower High School, Lawton High School, MacArthur High School, and Gateway Success Center during 2020 & 2021 (July 1 – June 30) on LATS fixed route bus system during LATS' operating hours.

SECTION IV – PAYMENTS

LPS agrees to pay LATS:

A. An invoice will be sent to LPS in July 2020 for the term of July 1, 2020 through June 30th, 2021. The amount of the invoice shall be $63,000. Invoice is to be paid within 30 days of the date of the invoice.

SECTION V – CONDITIONS

It is mutually agreed upon by LATS and LPS that:

A. Current LPS photo identification card will be accepted as a pass for the LPS students on LATS bus service. Students and staff boarding LATS without a current LPS photo ID or the LATS pass will be charged regular fare.
B. LATS will not prohibit, without cause, any student or staff member from riding the bus as outlined, upon presentation of proper identification or payment of appropriate fare.
C. During the school year, LATS and LPS agree to develop and implement a marketing and public information program that will provide information to students and staff regarding the use of public transportation and other alternative transportation modes to and from campus, in lieu of private vehicles. Representatives of LATS will be available to assist with this program.
D. It is understood that LATS is not the agent or partner of LPS with respect to the control or operation of any LATS vehicle.
E. LPS recognizes that LATS is a public transit provider under Title 49 of the Code of Federal Regulations, Chapter 53, and as such, if circumstances beyond LATS' control cause a reduction in service, e.g., days of service or hours of operation, the service described in this Agreement will be subject to the reduction.

SECTION VI – CONTACT OFFICES

All notices and communications on all matters pertaining to this Agreement are to be addressed as follows:

For Lawton City Transit Trust:

Michael Cleghorn, City Manager
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3301
mcleghorn@lawtonok.gov

cc: Ryan Landers, General Manager
Lawton Area Transit System
611 SW Bishop Road
Lawton, Oklahoma 73501
(580)248-5252
rlanders@ridelats.com

For Lawton Public Schools:

Jack Hanna, Director of Operations
753 Fort Sill Blvd
Lawton, OK 73507
(580) 357-6900
jack.hanna@lawtonps.org

cc: Kevin Hime, Superintendent
753 Fort Sill Blvd
Lawton, OK 73507
(580) 357-6900
kevin.hime@lawtonps.org

SECTION VII – TERMINATION

This Memorandum of Agreement may be canceled by LPS or CTT upon thirty (30) days written notification delivered in person or by registered mail to the other party as provided in Section VI. If canceled, the contract fee will be calculated based upon a prorated amount based upon the number of months the service was used during the term of the Agreement. Any refund due shall be paid within thirty (30) days of the end of the last contract month.

It is mutually acknowledged that the services and payments covered by this Memorandum of Agreement require annual funding appropriations by LPS and CTT. Should such funding appropriations fail to occur, this Agreement becomes null and void immediately. A written notice of failure to obtain funding shall be sent to the other party within five (5) working days. Payments received by CTT for services not provided will be refunded as provided above.

SECTION VIII – ADDITIONAL TERMS

Assignment: The parties agree that LATS will operate public transportation services within the Lawton city limits. No other assignment of rights or duties under this Agreement shall be effective without the written consent of both parties.

Indemnification: LPS, LATS, and CTT shall each indemnify and hold harmless the other and their agents, employees and authorized representatives, of and from any and all claims, demands, action, judgments, settlements, costs or expenses (including reasonable attorney fees) for injury to person or property caused by or arising out of the negligent or tortuous conduct of their own and not caused by or arising out of the other's negligent or tortuous conduct, subject to liability limits provided to governmental entities by Oklahoma law.

Discrimination Prohibited: In performing the service required herein, neither LATS nor LPS shall discriminate against any person on the basis of color, religion, sex, national origin or ancestry, age, or disability.

Construction and Severability: If any part of this Memorandum of Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Memorandum of Agreement, so long as the remainder of the Memorandum of Agreement is reasonably capable of completion.

Entire Agreement: This Memorandum of Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Applicable Law: This Memorandum of Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Oklahoma and the laws, rules, and regulations of LATS, CTT, and the Federal Transit Administration.

Approval Required: This Memorandum of Agreement shall not become effective or binding until approved by CTT and LPS. Both parties acknowledge that the Federal Transit Administration (FTA) has approved this Agreement and no amendments can be made without FTA's approval.

IN WITNESS WHEREOF, CTT and LPS have executed this Memorandum of Agreement as of the date first above written.

LAWTON CITY TRANSIT TRUST	LAWTON PUBLIC SCHOOLS
_____	_____
STAN BOOKER, CHAIRMAN	CARLA CLODFELTER, PRESIDENT
ATTEST:	ATTEST:
_____	_____
TRACI HUSHBECK, CITY CLERK	CLERK

APPROVED as to form and legality this ____ day of _____, 2020.

_____	_____
TIMOTHY WILSON, ATTORNEY LAWTON CITY TRANSIT TRUST	CHARLES E. WADE, ATTORNEY LAWTON PUBLIC SCHOOLS

M•A•X Teaching

5/21/20

Dr. Laura Puccino
Lawton Public Schools
MacArthur High School
4400 E. Gore Blvd
Lawton, OK 73501

Dear Dr. Puccino,

This letter confirms a contract/agreement to provide services on August 19-20, 2020 (3 hours each day) and January 15th , 2021(6 hours).

The services will include:

- ☒ Staff development for 2 day(s) (MAX Teaching)
- ☐ Classroom Modeling for 0 day(s) (four classes per day)
- ☐ NOCTI/DATA Analysis for 0 day(s)
- ☐ Embedded Coaching for 0 day(s)
- ☐ Other _____

MAX Teaching, Inc. invoice will include the consultant fee of $3800.00 for each day.

Total fee for services and materials will be $7600.00

Should you cancel event, MAX Teaching requires reimbursement for any costs incurred (usually airfare)

Todd Luke will be conducting the workshop. If you need to contact your consultant directly before the workshop, contact todd@maxteaching.com or 724-859-5968

Regards,

Todd Luke, M. Ed. President
MAX Teaching
176 Lairds Crossing Road
Worthington, PA 16262
Office: 404-441-7008
Cell:724-859-5968
Fax: 866-234-1432

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

It is time for all of the school districts that have a Transition School-to-Work: Work Study contract to sign a new contract for fiscal year 2021 (July 1, 2020 – June 30, 2021).

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

Please complete the entire Vendor Information Form and 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, 2020 or after may not be provided until the Award of Contract has been issued.

If you have questions about signing the contract, please communicate with Jim Kettler at the Oklahoma Department of Rehabilitation. His email address is jkettler@okdrs.gov and his phone number is (405) 523-4812. For SWS contract content and service questions, contact Renee Sansom at rsansom@okdrs.gov or (405) 951-3488.

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

Thank you for your help in this matter.

Empowering Oklahomans with Disabilities

OKLAHOMA STATE DEPARTMENT OF EDUCATION
CHAMPION EXCELLENCE

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

In order to document these Measurable Skill Gains, Vocational Rehabilitation / Services to the Blind and Visually Impaired (VR/SBVI) counselors need to obtain copies of students' secondary transcripts with parent consent (if student is under 18) or student consent (if student is over 18, unless parent has guardianship).

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

Here are some examples of effective procedures that VR/SBVI counselors have shared:

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

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

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

Renee Sansom
Transition Coordinator
405-951-3488
rsansom@okdrs.gov

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

OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES
VENDOR INFORMATION FORM

Please complete all blanks below.

Vendor Name _____ FEI# (Federal Employer Tax ID#) _____

Mailing Address _____

City/State _____

9-Digit Zip Code _____ - *Look up 9-digit zip code at: http://zip4.usps.com/zip4/welcome.jsp.*

Payment Address (If different from mailing address) _____

City/State _____

9-Digit Zip Code _____ - *Look up 9-digit zip code at: http://zip4.usps.com/zip4/welcome.jsp.*

Telephone: ( ) - Fax: ( ) - Email Address: _____

Email address will only be used for sending contract documents to you, and to communicate with you about information regarding your contract.

Name of Contact Person: _____

Telephone: ( ) - Email Address: _____

Email address will only be used for sending contract documents to you, and to communicate with you about information regarding your contract.

_____

Signature and Date

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

This agreement, consisting of fourteen (14) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

Lawton Public Schools
P.O. Box 1009
Lawton OK 73502-1009

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

RECITALS

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

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

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services, O.A.C. 612: 10-7-244 – 249, and by the State Plan for Vocational Rehabilitation Services 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 IEP and some are provided by the Oklahoma Department of Rehabilitation Services under the 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, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

A. Work Study Program

There are two types of Work Study through DRS:

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

2. Work Site 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.

Participating students may work up to **15 hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students must be given school credit for their participation during the school day, and the school staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the school may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The school will provide staff to work with the DRS counselor in the area of transition. The school will have at least one person designated to serve as the "Teacher/Transition Coordinator". Paraprofessionals could serve as Transition Coordinator or could also be assigned to help with the process and documentation. The Contractor agrees to provide designated staff time for performing the needed duties related to transition. The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

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)**.

If a student is utilizing the Employer Work Study, the two Work Study options through DRS should not be utilized.

Students eligible to participate include those DRS transition students:

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

DRS clients preauthorized to participate in Work Study may do so for **up to 24 total months**, as approved on an individual basis by the DRS counselor. The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the client 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 total 24 months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 months.

Students wishing to continue working 15 hours per week 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.

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 Contractor must ensure that students have access to a wide variety of work/job types and must also ensure the Contractor 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.

- *Custodial/bus barn:* learning simple maintenance of school vehicles, detailing school vehicles.
- *Manager of sports teams:* scheduling, scorekeeping, ordering, inventory maintenance, hauling, moving.
- *Teacher's Aid/Assistant:* reading to groups of or individual children, cleaning, organizing, grading, designing bulletin boards.

- *Office Assistant:* Making ID badges, taking photos for badges, using a camera, laminating, answering phones, taking phone messages, greeting visitors and directing to locations, data entry, filing.
- *Information Technology Assistant:* use compressed air to clean computers and keyboards, replace batteries, replace mice, clean monitors, conduct virus scans, clean out old hard drives, organizing, inventory maintenance, stocking, ordering.

The same guidelines should be adhered to when selecting community placements for paid work experiences.
The final 9 months of their Work Study must be outside the school/district and **in the community** (unless approved by the DRS counselor in special circumstances).

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

C. Contractor's Obligations

The designated Teacher/Transition Coordinator(s) will:

1. be knowledgeable about the contents and requirements of the Contract;
2. obtain written preauthorization from the DRS counselor before initiating services for students (i.e., not starting the student to work before DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to school personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core Pre-Employment Transition Services;
    a. Job Exploration Counseling;
    b. Work-based Learning Experiences
    c. Counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
    d. Workplace Readiness, including social and independent living skills;
    e. Self-advocacy, including peer mentoring;
6. assist with job placement and regular follow-up on the students' progress;
7. complete the DRS Student Case Sheet for each client prior to participation in DRS services to ensure eligibility and other essential dates of the case;
8. maintain an updated copy of the DRS Student Case Sheet in each client's folder;
9. work with the DRS Counselor to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change;
10. 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;
11. document such transition services or Pre-Employment transition services provided and completed by participating students;

12. provide such documentation to DRS counselor at the end of each semester;
13. submit by the 15th of the following month (or whenever payroll is run by the school for their payment cycle), at the same time, monthly time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study or Work Site Learning; and
14. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

If claiming mileage reimbursement for teacher coordinator travel to/from job sites of DRS clients, submit monthly itineraries and travel claims which are each signed and verified by the school district superintendent.

D. DRS's Obligations

The DRS Counselor will:

1. provide Teacher/Transition Coordinators written preauthorization prior to initiation of services for each student approved to work;
2. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals;
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. organize his or her work schedule in order to be available to confer with the school personnel, the students in the program, parents, employers and other partners in the process;
5. arrange and provide services as needed, including vocational evaluations, and counseling and guidance;
6. provide upon request Teacher/Transition Coordinators blank copies of the DRS Student Case Sheet;
7. provide Teacher/Transition Coordinators updated information (as available) as requested;
8. assist with job placement and regular follow-up on the students' progress;
9. work with the school staff/teachers to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change;
10. regularly monitor students at job sites;
11. ensure the school/district is submitting monthly time sheets, progress reports, proof of payment to students, and documentation of transition services or Pre-Employment Transition Services (as completed);
12. provide reimbursement for the wages of students participating in School Work Study and Work Site Learning; and
13. provide mileage reimbursement at the state rate for teacher coordinator travel to/from job sites of DRS clients participating in School Work Study and Work Site Learning.

E. Student Wage

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

3. For the school to be reimbursed for the student's wage, the student must have a trial work plan and/or an Individualized Plan of Employment (IPE) with the Oklahoma Department of Rehabilitation Services, and be participating in School Work Study or Work Site Learning. **Additionally, the school must have received in writing preauthorization for students to begin working before payments will be issued.**

4. The maximum number of hours of training per student reimbursable by the DRS cannot exceed 15 hours per week during the school year. The number of hours worked may exceed 15 for summer work only, when pre-approved by the DRS counselor; however, the DRS will reimburse 100% of the wages for up to 20 hours per week for wages paid by the school. Students may begin working up to 20 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 only up to 15 hours per week. If students intend on working more than the specified 15 hours per

week in the summer, any hours over the 15 and up to 20 per week must be preapproved by the DRS Counselor. All Child Labor Laws apply and must be adhered to.

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

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

III. Compensation

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

- School Months – $7.25 an hour, which is the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of students check.
- Summer Months – $7.25 an hour, which is 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 will be made upon receipt of properly completed and approved invoices/pay stubs, time sheets and progress reports documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid 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 agreement must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

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

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

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

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

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

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

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice, timesheets and progress reports documenting the provision of services, and/or a proper claim for reimbursement of Contractor-paid travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices, time sheets and progress reports shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for work study hours that are not preapproved in writing by the DRS counselor.**

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.

All students who are placed in the Transition Work Study program must be active VR/VS clients and have a trial work plan and/or an IPE in place in order for the school/district to be reimbursed for wages paid through School Work Study or Work Site Learning, or for the student to participate in Employer Work Study.

C. Lapse Of Invoices/Claims

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

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

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

B. Lobbying Activities

The Contractor certifies the following:

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

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

C. Debarment And Suspension

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

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

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

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

G. Access To And Retention Of Records

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

H. Subcontracting

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

I. Compliance With State And Federal Laws

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

J. Travel

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

K. Client Confidentiality

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

L. Unallowable Costs

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

M. Audit

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

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

3. **Auditor Approval and Audit Distribution**
   The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the

Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

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

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

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

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

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

U. Severability

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

V. Signatures

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

Oklahoma Department of Rehabilitation Services

_____
Signature Date

Kathy Lowry
Print Name

Manager Contracts & Purchasing
Title

Contractor

Signature:

Email: elizabeth.brown-hill@lawtonps.org

_____
Signature Date

_____
Print Name

_____
Title

_____
Contact Person Telephone

_____
Contractor's Email Address

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Lawton Public Schools
VENDOR

Contract Number

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

The contract monitor has been assigned the following duties:

1. Act as liaison for the contract.
2. Monitoring to insure that services are pre-authorized.
3. Monitoring the services provided through this contract.
4. Insuring the field staff are receiving, reviewing, and approving claims, and when required, submitting to DRS State Office for payment.
5. Periodically reviewing interim reports, or other indications of past performance through contact with field staff and/or vendors.
6. Monitoring vendor compliance with the requirements and specifications of the contract.
7. Complete a Professional Services Evaluation.
8. Receive and review vendor complaints, and forward them to the Contracts Unit.

All information pertinent to this contract, ie, original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews, and staff comments regarding service provision, except for client evaluations and reports, will be maintained in the Central Repository located in the Contracts Section of the Department of Rehabilitation Services. All evaluations and reports related directly to a client will be filed in the client's case file. Documentation will be made available for review upon request by the Department of Central Services. Copies of claims will be maintained in the Finance Unit of the DRS, and confidential client information will be maintained in the 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.

Signature:

Email: dtyson-jones@okdrs.gov

Dear Contractor,

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

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

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

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

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

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

If you have any questions, please contact Brandi Hurley at the Oklahoma Department of Rehabilitation Services (email: bhurley@okdrs.gov; phone: 580-307-4912).

****

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

****

OFFICE OF MANAGEMENT & ENTERPRISE SERVICES

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

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

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
TRANSITION WORK ADJUSTMENT TRAINING

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

Lawton Public Schools
PO Box 1009
Lawton, OK 73502

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

RECITALS

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

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

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

WHEREAS, the Oklahoma Department of Rehabilitation Services desires employment training for its individuals.

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, 2020, whichever is the latter, through June 30, 2021. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

A. Contractor's Obligations

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

2. DRS clients preauthorized to participate in WAT may do so for up to 18 consecutive months, as approved on an individual basis by the DRS counselor. If the client requires more time to make additional progress, the DRS counselor may authorize additional time. Summer months spent in WAT count in the total consecutive 18 months if provided. **The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract and pertinent documents.**

Students eligible to participate include those DRS transition students:

   a. with documented disabilities (includes IEP, 504 Plan, or other documents), who:
      - Have been determined eligible for DRS services; or
      - Are on a trial work plan as determined by the DRS counselor;
   b. with an approved DRS case;
   c. with an individualized plan for employment (IPE) in place;
   d. with WAT as a line of service on the IPE;
   e. who have been provided by DRS written authorization as to their start date; and
   f. who are at least 16 years of age.

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

4. Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease participation upon

their last day of school/graduation. They may not continue to participate in WAT

beyond their last day of high school (unless in rare cases and only with DRS Counselor approval).

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

B. Program Requirements

1. Referral

The Contractor agrees to provide Transition Work Adjustment Training to eligible individuals of the DRS who are referred to the Contractor by the DRS and pre-authorized in writing by the DRS Counselor. All services for DRS individuals will be pre-authorized in writing by the DRS Counselor as "Transition Work Adjustment Training". It is the Contractor's responsibility to market and educate others about its program.

2. Staff Qualifications

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

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

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

3. Admission Criteria

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

4. **Individualized Assessment**

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

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

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

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

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

b. This ITP shall be reviewed regularly (or at least every 3 months along with the DRS Progress Report) and shall also contain a detailed description of how each client will progress through work adjustment training and ultimately into a paid work experience through the Transition School-to

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

6. **Curriculum**

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

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

and that encompasses:

6a. career interest/awareness and Job seeking skills (e.g., utilize resources for finding jobs, stating job interests, recognizes purpose for work and need to develop skills);
7a. work Behaviors (e.g., attendance, punctuality, working independently or in groups, dressing appropriately, demonstrating safety and maturity, and following work rules, using breaks wisely, cell phones and other electronic devices in the workplace, e-mail etiquette);
8a. job Skills (e.g., switching tasks, remaining on task, obtaining supplies, and cleaning up work area);
9a. work speed and endurance (e.g., completing tasks with accuracy, increasing time on task, asks for additional work, and adjusts to change);
10a interpersonal/communication skills (e.g., ability to interact socially, cooperate, ask for help, use appropriate manners, respond to criticism; initiate, maintain, and end conversations; appropriate conversation topics for the workplace; forms of harassment and how to respond/get help; what is NOT harassment);

11a independent living skills (e.g., value of money, how to organize money,

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

- Specific equipment and documentation to keep in vehicle or on your person;
- Emergency procedures for specific transportation options;
- Communication between program and driver before, during, and after transport;
- Maintenance and inspection of vehicles and bicycles;
- Safety in and around vehicles;
- School zones, railroad crossings;
- Unloading and double-checking vehicles after unloading;
- Knowing your surroundings and people around you;
- Seatbelts, car seats, booster seats, helmets, and other safety devices;
- Waiting on the curb;
- Crossing the street;
- Waiting at bus stops;
- Rules for bicycles;
- Strangers; and
- Being street smart.

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

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

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

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

7. **Progress Assessment And Reporting**

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

8. **Post-Training Services**

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

9. **Facilities And Equipment**

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

10. **Reporting**

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

C. Additional Contractor Requirements

The designated Teacher/Transition Coordinator(s) will:

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

annual education/training or employment goals on the IEP;

11. document such transition services or Pre-Employment transition services provided and completed by participating students on the progress report form or other documents developed by Contractor or required by DRS;
12. provide monthly documentation to DRS counselor, such as progress reports and attendance reports;
13. provide an ITP within 60 calendar days of admission to DRS counselor; and
14. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

D. DRS's Obligations

The DRS Counselor will:

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

III. Compensation

A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS agrees to pay the Contractor as per the amounts set forth below.

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

    - Daily rate for clients participating for 3 hours at $375.00 per month-- $18.75 per day.
    - Daily rate for clients participating for 2 hours at $250.00 per month-- $12.50 per day.
    - Daily rate for clients participating for 1 hour at $125.00 per month-- $6.25 per day.

3. For example, if a student was present 9 out of the 9 school days for the month of December (100% of the days in the short month) and was in the program daily for at least 3 hours (which would be at the $375.00 per month amount), the Contractor would bill the DRS at a daily rate of $18.75 for each day (i.e., $168.75, which is $18.75 times 9 school days).
4. This daily rate is to account for the months in which a school incurs a long holiday or significant break of any kind in which the students would not be attending school the typical number of days in a month (i.e., an average of 20 school days), and to account for schools that go year-round.
5. A student is considered in attendance for the day if the student is present at least 50% of the time that day that they are designated to be in Work Adjustment Training. For example, if a student is enrolled in Work Adjustment Training for 3 hours per day, and they are present in the program for at least 1 ½ hours of the program that day, they are considered in attendance. If they are present less than that amount of time due to illness or other reason, they are considered not

in attendance. If they are enrolled in 2 hours, they would need to be present for at least 1 hour that day, and for 1 hour of enrollment, they would need to be present for at least a half an hour that day to be counted in attendance. Billing invoices must be adjusted if a student averages less time during the month than which he or she was originally authorized (e.g., a student who is authorized 3 hours a day who really ends up averaging about 2 hours a day over the month shall only be billed at 2 hours that month).

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

    a. WAT staff salaries and compensation package;
    b. facility and maintenance costs;
    c. substitutes to cover staff when at trainings;
    d. training costs for WAT staff to attend the Annual Oklahoma Transition Institute (OTI), job coach training, and other training relevant to fulfilling the requirements of the WAT contract (and may include registration fees, hotel, per diem, mileage, and parking for WAT staff);
    e. curriculum;
    f. gas for transporting DRS clients to and from community businesses for the required minimum 6 community visits;
    g. WAT vehicle maintenance, repairs, and depreciation;
    h. program materials; and

i. uniforms or protective clothing and equipment required by community business partners.

11. DRS funds shall NOT be used to purchase food without the written permission from the designated DRS contract monitor and solely for the purpose of teaching independent living skills. DRS will only authorize the use of funds for food in situations in which independent living skills are taught to DRS clients, and the clients have a role in planning the menu, preparing shopping lists, budgeting, shopping, preparing and cooking, serving, and cleaning after the skills instruction.
12. Upon request, Contractor will submit to DRS monitor an expenditure report or other proof of purchase/payment for expenditures of DRS funds.

B. Payment

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

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

C. Lapse Of Invoices/Claims

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

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as

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

B. Lobbying Activities

The Contractor certifies the following:

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

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

C. Debarment And Suspension

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

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor,

cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

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

G. Access To And Retention Of Records

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

H. Subcontracting

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

I. Compliance With State And Federal Laws

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

J. Travel

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

K. Client Confidentiality

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

L. Unallowable Costs

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

M. Audit

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

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

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

   The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the

management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

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

O. Employment Relationship

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

P. Insurance

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

Q. Punitive Actions

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

R. Prior DRS Employment

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

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

U. Severability

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

V. Signatures

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

Oklahoma Department of Rehabilitation Services

_____
Signature Date

Kathy Lowry, CPPB, CPO
Print Name

Manager Contracts & Purchasing
Title

Contractor

Signature:

Email: kbentley@lawtonps.org

_____
Signature Date

_____
Print Name

_____
Title

_____
Contact Person Telephone

_____
Contractor's Email Address

Appendix A

Key Points of the
DRS Transition Work Adjustment Training Contract

1. The contractor must obtain written preauthorization from the DRS counselor before initiating services for students.
2. Students may participate 1 hour per day ($125 per month to Contractor), 2 hours per day ($250 per month to Contractor), or 3 hours per day ($375 per month to contractor).
3. Students may participate in WAT up to 18 total months, again as approved by the DRS Counselor.
4. The team must meet to determine when the student can transition out of WAT and into a less restrictive employment experience.
5. A minimum of 6 community employment experiences must be completed for each student.
6. DRS will reimburse the Contractor for the amount invoiced based on student attendance and prorated accordingly.
7. Documents required for payment:
   a. The monthly timesheet; and
   b. The progress report(s).
   c. These documents should be sent to the DRS counselor on a monthly basis. Waiting until the end of the semester or the end of the year to submit them is not acceptable.
8. WAT Payment Process:
   a. School sends individual student Progress Report and Time Sheet to DRS Counselor.
   b. Counselor authorizes payment to Contractor.
   c. Counselor enters payment amount.
   d. State Office sends a check to the contractor.
   e. The State of Oklahoma has forty-five (45) days from receipt of a proper timesheets and progress reports to make payment to the Contractor.

Appendix B

Resources to Assist in Program Implementation

Free Resources

1. Hired Hands and Associates
   https://www.hired-hands.org/skills.htm
2. Mountain State Center for Independent Living
   http://www.mtstcil.org/skills/index.html
3. Understood for Learning and Attention Issues
   https://www.understood.org/en/school-learning/choosing-starting-school/leaving-high-school/5-key-skills-for-independent-living
4. Autism Speaks (IL Skills)
   https://www.autismspeaks.org/sites/default/files/docs/ttk2_independent_living.pdf
5. School On Wheels
   http://www.schoolonwheels.org/pdfs/4010/RSHSLI.pdf
6. United States Department of Labor (Soft Skills)
   https://www.dol.gov/odep/topics/youth/softskills/
7. Biz Kids (Money Management)
   http://bizkids.com/
   http://bizkids.com/students
   http://moneytalks4teens.ucanr.edu/
   http://www.themint.org/teens/index.html
8. Caseylifeskills (Money, Home, and Food Management)
   http://www.casey.org/media/CLS_ResourceGuides_subdocs_PAYAModule1.pdf
9. Caseylifeskills (Moving Out on Your Own)
   http://www.casey.org/media/CLS_ResourceGuides_subdocs_imgettingready.pdf
10. University of
    a. Self-Determination Assessments for Transition
       http://www.ou.edu/content/education/centers-and-partnerships/zarrow/self-determination-assessment-tools.html
    b. Self-Determination Curriculum
       http://www.ou.edu/content/education/centers-and-partnerships/zarrow/choicemaker-curriculum.html
    c. Transition Education Materials
       http://www.ou.edu/content/education/centers-and-partnerships/zarrow/trasition-education-materials.html
    d. Self-Directed Employment
       http://www.ou.edu/content/education/centers-and-partnerships/zarrow/self-directed-employment.html
    e. Preference Indicators
       http://www.ou.edu/content/education/centers-and-partnerships/zarrow/transition-assessment---severe-disabilities.html
    f. Timeline of Transition Activities developed by the Oklahoma Transition Council

http://www.ou.edu/content/education/centers-and-partnerships/zarrow/timeline-of-transition-activities.html

11. Minnesota Literacy Council (Employment Readiness)
    http://mnliteracy.org/tools/employment-readiness-curriculum
12. Applied Educational System
    http://www.aeseducation.com/careercenter21/employability-skills-lesson-plans/

Resources for Purchase

13. Conover Company (Functional Skills)
    https://www.conovercompany.com/downloads/fss_brochure.pdf
14. Impact Publications
    http://www.impactpublications.com/lifeskillsforindependentlivingcdprogram.aspx
15. University of Oklahoma Zarrow Center for Learning Enrichment Resources
    a. Transition Assessments
       https://tagg.ou.edu/tagg/
16. Brigance Transition Skills
    http://www.curriculumassociates.com/products/detail.aspx?title=BrigTSA
17. Skills USA
    http://www.skillsusa.org/programs/career-readiness-curriculum/

Resources for Driving Readiness

https://www.nadtc.org/resources-publications/transportation-education-curriculum/

Montgomery College readiness checklist

Children's Hospital of Philadelphia readiness

Quizlet Driver Readiness flashcards

DriveWell Info and Resources for Drivers

Signature:

Email: dtyson-jones@okdrs.gov

OSAG

Member Benefits of the Oklahoma School Assurance Group

The Oklahoma School Assurance Group (O.S.A.G.) is the largest provider of workers' compensation services to Oklahoma public schools, with ***four hundred ninety-six members*** in our 2019-20 policy year. OSAG operates under the motto *"to provide the most efficient and economical workers' compensation services to Oklahoma public schools."*

Since OSAG inception in 1994, OSAG member school districts have accumulated a total savings of $98,727,624!

OSAG member benefits include the following:

- *Four Safety Training Seminars held annually at **NO COST** to membership. Various speakers include the Oklahoma Department of Labor, Oklahoma Safety Council, The Center for Education Law, as well as the OSAG third party administrator, marketing firm, private investigating firms, and so on.*

- *Online safety training video program with 600+ videos provided at **NO COST** to membership. Accessible with assigned school-specific username and password. All videos are accessible through the OSAG webpage at www.okschoolassurancegroup.org, 24 hrs/day, 7 days/week.*

- *Monthly newsletter providing current safety training tips, OSAG board correspondence, & notifications of upcoming OSAG events.*

- *Discounted membership with the Oklahoma Safety Council of only $99....just for being a member of OSAG!*

- ***One premium quote for one year of coverage with absolutely no additional premium owed due to payroll auditing.***

- *Premiums based on **individual** school district's workers' compensation claim performance, and not based on group as a whole, with all loss control and claims managed by Consolidated Benefits Resources, known as one of the best TPAs in Oklahoma.*

- ***Potential for performance dividends to assist in reducing future premium costs!*** *Since inception, approximately $16,113,689 has been awarded to qualifying OSAG members as refunds of premium, performance dividends, safety equipment grants, and savings in premiums paid.*

- *OSAG is partnered with CompSource Mutual Insurance Company. If a dividend is awarded to OSAG, school district members would receive **ADDITIONAL** shared award amounts.*

- ***No risk policy!** OSAG, as well as its members, assume **ZERO** risk or liability for claims made. OSAG is a fully insured program. All OSAG funds belong to OSAG membership.*

OSAG

Oklahoma School Assurance Group

Lawton School District
Attn: Mr. Kevin Hime
PO Box 1009
Lawton, OK 73502

May 22, 2020

Re: 2020-2021 OSAG Workers' Compensation Insurance Quote

Dear Mr. Hime,

Thank you for helping to make OSAG the largest provider of workers' compensation to public schools in Oklahoma. Your 2020-2021 OSAG renewal quote is as follows:

2020-2021 OSAG Premium ***BEFORE*** Discounts:	$868,000
Financial Relief Benefit for 2020-21:	$127,000
Total 2020-2021 OSAG Workers' Compensation Renewal Premium Minus Awards/Credits:	**$741,000**

Your OSAG policy also contains Employers' Liability Limits of $1,000,000/$1,000,000/$1,000,000

Active membership in the Oklahoma School Assurance Group provides an array of benefits for your district, including continued membership *performance dividend awards*. The following example reflects the ***current and potential*** dividend awards for Lawton School District **if** membership remains active, and district loss records qualify:

2021-2022 Estimated Financial Relief Benefit	*$57,150*
2021-2022 Possible Membership Dividend	*$274,620*
2022-2023 Possible Membership Dividend	$213,970
2023-2024 Possible Membership Dividend	$231,527
Total Possible Future Membership Dividend:	**$777,267**

About the OSAG Proposal:

*OSAG is a group policy, therefore Experience Modification Factors are not applicable for our school district members.

*The Membership Dividend is the maximum amount that may be awarded to an active member as a performance dividend. This figure is based on individual district loss performance.

*All members that renew with OSAG have a *Membership Dividend* associated with active membership. ***In order to receive the Membership Dividend, a member must be active with paid premium for the 2020-2021 policy year.***

CompSource Mutual has declared a $60,000,000 dividend to be paid out to the benefit of policyholders with the potential of OSAG members receiving significant benefits for their membership in OSAG. This dividend would provide OSAG members record benefits and premium savings/reductions for each individual member. School district members would receive award amounts in addition to the Membership Dividend listed above.

Resolution of Lawton Board of Education ISD#8 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, Lawton Board of Education ISD#8 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 2020/2021 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby 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, Lawton Board of Education ISD#8 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: _____ **Lawton Board of Education ISD#8**

_____

By: President, Board of Education

ATTEST:

_____

Clerk, Board of Education

OKLAHOMA SECONDARY SCHOOL ACTIVITIES ASSOCIATION
PO Box 14590, Oklahoma City, Oklahoma 73113-0590

APPLICATION FOR CONDUCTING PILOT COOPERATIVE ACTIVITIES PROGRAM
(To Be Jointly Completed By Participating Schools)

1. ACTIVITY Middle School Wrestling For School Year(s) 2020-2021
(One Activity Per Application Form)

Check one: ☐ High School ☐ Middle School

2. SCHOOLS MAKING APPLICATION (List host school under A.)

A. Lawton Central
Address 1201 NW Ft. Sill Blvd
City Lawton ZIP 73507
Supt. Kevin Hime
Prin. Tony Jones
A.D. Gary Dees

B. Lawton Tomlinson
Address 702 NW Homestead Dr.
City Lawton ZIP 73507
Supt. Kevin Hime
Prin. Tara Grandy
A.D. Gary Dees

3. ADMINISTRATOR OF RECORD (The OSSAA will contact one person, listed below, when seeking information about the program):
Name Gary Dees Work Phone (580) 357-6900 Ext. 2092 Home Phone (580)

4. Do the boundaries of the school districts join? Yes x No _____

5. NAME OF COOPERATIVE TEAM or GROUP Central/Tomlinson Wrestling _____
School(s) Mascot, if applicable

6. DISTANCE BETWEEN SCHOOLS 2 ½ miles.

7. COACHING STAFF OR SPONSOR

Head Coach/Sponsor Tony Hunter School Central
Assistant _____ School Central
Assistant _____ School Tomlinson

8. SITE OF CONTEST Central Middle School Gym

9. SCHOOL ENROLLMENTS (if co-op application is for JH, no ADM numbers are necessary)
School A ADM (6-8) _____
School B ADM (6-8) _____

10. ADDITIONAL AGREEMENTS BETWEEN SCHOOLS
Please attach a written agreement between the two participating schools which includes the following:
a. Conditions Prompting Application for Cooperative Agreement and Goal of Coop
b. Administrative Responsibility
c. Liability and Insurance
d. Uniforms (colors, cost, identifying names, etc.)
e. Financial Arrangements
f. Operating Procedures
g. Facilities
h. Practice Sites and Schedules
i. Staffing
j. Evaluation of Staff
k. Supervision at Contests, home and away
l. Transportation
m. Contracting Game Officials
n. Cheerleaders/Pep Squads
o. OSSAA Eligibility Reports
p. Periodic In-School Eligibility Checks
q. Procedures for Awarding Athletic Letters

12. Indicate the date and location of the school board meeting at which the filing of this application was approved.

School A Lawton Central (Host)
Date June 27, 2020 Location 753 NW Fort Sill Blvd, Lawton, OK 73507

School B Lawton Tomlinson (Host)
Date June 27, 2020 Location 753 NW Fort Sill Blvd, Lawton, OK 73507

As a part of this application, please include, on school letterhead, the school board resolution approving participation in this cooperative program.

13. AUTHORIZATION FOR THE FILING OF THIS APPLICATION
The undersigned have jointly filed this application and verify the information contained herein.

Date of Application: June 27, 2020

SCHOOL A. Central (Host)	SCHOOL B. Tomlinson
Bd. Pres. Carla Clodfelter Signature	Bd. Pres. Carla Clodfelter Signature
Supt. Kevin Hime Signature	Supt. Kevin Hime Signature
Prin. Tony Jones Signature	Prin. Tara Grandy Signature

FOR OSSAA USE ONLY

Classification before cooperative agreement_____

Classification after cooperative agreement_____

OKLAHOMA SECONDARY SCHOOL ACTIVITIES ASSOCIATION
Box 14590, Oklahoma City, Oklahoma 73113-0590

APPLICATION FOR CONDUCTING A COOPERATIVE SWIMMING/DIVING PROGRAM
(To Be Jointly Completed By Participating Schools)

1. For the School Year 2020-2021

2. Schools Making Application

A. Lawton Eisenhower	B. Lawton High	C. Lawton MacArthur
Address 5202 W. Gore	Address 601 NW Ft. Sill Blvd.	Address 4402 E. Gore
City Lawton	City Lawton	City Lawton
Supt. Kevin Hime	Supt. Kevin Hime	Supt. Kevin Hime
A.D. Gary Dees	A.D. Gary Dees	A.D. Gary Dees

3. Facility to be used (location of pool) Lawton Y.M.C.A & Cameron University Pool

4. Coach's name Shannon Grochow

The guidelines for Swimming/Diving Cooperative programs are outlined in the OSSAA Administrator's Handbook as follows:
Approval for co-ops in swimming between schools must include the following provisions: Schools approved for swimming co-ops may train under one coach and use the same facilities, but they must compete as separate entities.

Signature of School Administrator "A" Date

Signature of School Administrator "B" Date

Signature of School Administrator "C" Date

OneNet
Advancing Technology Across Oklahoma

May 6, 2020

655 Research Parkway, Suite 200
Oklahoma City, Oklahoma 73104

Lawton Public Schools - 20TB Archival Storage FY21

All quoted rates are annual amounts unless otherwise stated.
OneNet offers monthly billing by request.

Product Name	Product Description	Price Each	Quantity	Total
Archival Storage	1 TB Archival Storage	$125.00	20.00	$2,500.00
		Recurring Total Price:		**$2,500.00**

OneNet Services

Content Filtering
Our OpenDNS Umbrella solution allows for different filtering policies for administrators and students. Our solution includes web-based detailed filtering and reporting and active directory integration. No hardware is needed for this cloud-based solution, and there is no impact on network speed. This solution is CIPA compliant.

K-12: $600 per year for 500 or fewer students
$1.30/student per year if more than 500 students (e.g. 1,000 students = $1,300)
Libraries please call for pricing

High-Speed/Storage Area Network
Data stays on disk. Replication included. Primary storage can be in Oklahoma City or Tulsa.

$1.20/GB/year

Tivoli Storage Manager (TSM) Backup
Traditional backup, except that OneNet runs the servers.

See website or call for pricing details

Archival Tier Storage
This tier of storage provides an economical solution for backup/archival storage. Storage can be accessed via network shares (NFS/CIFS). For multi-site resiliency, request two copies.

$125/TB/year
$250/TB/year for two copies

Email Archiving
OneNet secures your email in our datacenter. Your archive will be indexed and searchable by keyword or user. Data cannot be deleted by end-users, protecting the integrity of your email archive. OneNet manages updates and maintains servers. Data is backed up in our Oklahoma City datacenter.

$10/year per mailbox

Email Hosting
OneNet hosts your organization's email on our managed servers, based on Oracle Messaging Server.

$250/year for internet customers
$300/year for non-internet customers
*Customers with fewer than 25 email accounts, please contact us for pricing.

Virtual Firewall
OneNet provides a basic managed firewall service through a cloud-based Palo Alto solution (no equipment needed). The firewall includes threat prevention, PANDB URL Filtering, Global Protect and Wildfire to stop new emerging threats. Customer must have OneNet internet access service.

Supports Up To	Virtual Machine #	Annual Total
100 Mbps	VM-50	$2,056.00
1 Gbps	VM-100	$3,362.00
2 Gbps	VM-300	$5,235.00
4 Gbps	VM-500	$11,922.00
8 Gbps	VM-700	$24,742.00

OneNet Services

Virtual Infrastructure
OneNet offers a resource pool of CPU/RAM on our fully redundant, virtual infrastructure based on VMware vSphere. Multicity disaster recovery capability is included.

$60/GB RAM/year plus storage (high-speed). Managed VM service available as well.

Web Hosting
OneNet offers a sophisticated web hosting platform, utilizing cPanel technology.

$50/year for internet customers
$100/year for non-internet customers

Video Conferencing
OneNet and Zoom have partnered to develop a statewide purchasing program. This arrangement creates cost savings for Zoom products and services, including host licensing, webinars, room connectors and Zoom rooms.

$15/year for Zoom licenses (unlimited meetings per host, 100 person capacity per meeting)
Call for pricing on other products and services

OneNet provides ***24/7 service desk for support*** on all services.
For additional details or pricing questions, call (888) 566-3638 and ask for our systems department.
For more information on OneNet services, visit https://onenet.net/services/onenet-services/.

OneNet Overview

OneNet is a division of the Oklahoma State Regents for Higher Education and Oklahoma's only statewide internet service provider. Our mission is to advance technology across Oklahoma. OneNet is not a state-owned utility and receives no direct state appropriations. We partner with local and national businesses in the technology industry. For the "last-mile" of connectivity, extending from our hubsites to customers, OneNet leases infrastructure from private telecommunications providers. The result of this partnership is millions of dollars in savings to Oklahoma taxpayers and a broadband infrastructure that is one of the most comprehensive in the nation.

Technical Support

OneNet provides 24/7/365 technical support. Customers can reach our helpdesk and receive technical support to basic trouble-shooting issues on their network. OneNet's helpdesk and engineering staff operate with a set of procedures and checklists that assure OneNet provides unmatched customer support and ensures 24/7 availability and responsiveness to those we serve.

Questions?

Please contact OneNet's network systems department for questions regarding this bid:
sysgroup@onenet.net • (405) 225-9444 locally • (888) 566-3638 toll-free

Brian C Burkhart

Brian Burkhart
Director of Network Systems
OneNet
P.O. Box 108800
Oklahoma City, OK 73101-8800
(888) 566-3638

Membership Renewal

Fax

Attention: Membership 2020-2021

Fax Number: (405) 609-3091

Please continue LAWTON
(School Name)

Public Schools membership in OSSBA for 2020-2021.

Purchase Order #_____

School board voted to join OSSBA on JUNE 25 2020.

Superintendent's Name: KEVIN W. HIME

Is the Superintendent new this year? [X] YES [ ] NO

First year Superintendent? [ ] YES [X] NO

_____

Board Clerk Signature *(board clerk's signature is also a grant of permission to receive faxes from OSSBA)*

Date: _____ Pages (with cover): _____

If your board membership has changed since the February election, please provide an updated list with this fax.

Upcoming Events

OSSBA/CCOSA Golf Tournament
Thursday, August 27
Lake Hefner Golf Club
Oklahoma City

OSSBA/CCOSA Annual Conference
Friday – Sunday, August 28-30
Cox Convention Center
Oklahoma City

Delegate Assembly
Saturday, August 29
Cox Convention Center
Oklahoma City

For more information visit our website at www.ossba.org

Oklahoma State School Boards Association
2801 N. Lincoln Blvd., Suite 125 • Oklahoma City, OK 73105
405.528.3571 • 888.528.3571 • 405.528.5695 fax • www.ossba.org

Policy Renewal

Fax

Attention: Policy 2020-2021

Fax Number: (405) 609-3091

Please continue LAWTON
(School Name)
Public Schools policy subscription for 2020-2021.

Purchase Order #_____

School board voted to subscribe to policy services on

JUNE 25 2020.

Superintendent's Name: KEVIN W. HIME

Is the Superintendent new this year? [X] YES [ ] NO

First year Superintendent? [ ] YES [X] NO

_____

Board Clerk Signature *(board clerk's signature is also a grant of permission to receive faxes from OSSBA)*

Date: _____ Pages (with cover): _____

Upcoming Events

OSSBA/CCOSA Golf Tournament
Thursday, August 27
Lake Hefner Golf Club
Oklahoma City

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Friday – Sunday, August 28-30
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Saturday, August 28
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For more information visit our website at www.ossba.org

Oklahoma State School Boards Association
2801 N. Lincoln Blvd., Suite 125 • Oklahoma City, OK 73105
405.528.3571 • 888.528.3571 • 405.528.5695 fax • www.ossba.org

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JOHN E. HOWLAND
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
KAREN L. LONG
JOHN E. PRIDDY
BRYAN K. DRUMMOND
KENT B. RAINEY
ERIC D. WADE
MATTHEW P. CYRAN

ADAM S. BREIPOHL
HALEY A. DRUSEN
M. SCOTT MAJOR

PARK CENTRE
525 SOUTH MAIN, SUITE 700
TULSA, OKLAHOMA 74103-4508
(918) 585-9211

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
www.rfrlaw.com

OKLAHOMA CITY OFFICE:
UNION PLAZA BUILDING
3030 NW EXPRESSWAY, SUITE 200
OKLAHOMA CITY, OKLAHOMA 73112
(405) 521-0202

C.H. ROSENSTEIN (1893-1990)
HENRY L. FIST (1893-1976)
DAVID L. FIST (1931-2008)

OF COUNSEL
JERRY A. RICHARDSON
CHERYL A. DIXON

June 16, 2020
Via Electronic Mail

Mr. Kevin Hime, Superintendent
Lawton Public Schools
PO Box 1009
Lawton, OK 73502

RE: LEGAL SERVICES FOR 2020-2021

Dear Mr. Hime:

This letter is intended to establish the terms and conditions of this firm's representation of Lawton Public Schools ("School 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 for its school district 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.

This firm will provide the School District a monthly statement for legal services rendered which will fully set out what services were provided and how much time was spent in performing them. In addition, you will be provided with a monthly statement of cash advanced on behalf of the School District. This will include funds expended on the School District's behalf for copying, research 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 School District. Since associate time is billed at an hourly rate lower than mine, such may represent a lower expense to the School District. Of course, I will monitor all work performed by associates.

On or about the 15th of each month, the School 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 School District's file.

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

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

With kind regards,

Karen L. Long
ROSENSTEIN, FIST & RINGOLD

KLL:mms
Enclosures

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 School District. Entered into by the School District this _____ day of _____, 2020.

_____ _____

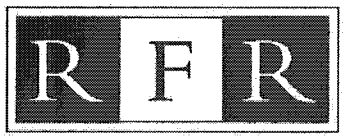
Clerk President, Board of Education

ROSENSTEIN FIST & RINGOLD

Education Law
2020 Billing Rates

Years of Practice as Attorney:

30+ Years	$260
25-29 Years	$235
20-24 Years	$225
15-19 Years	$215
10-14 Years	$180
6-9 Years	$155
3-5 Years	$145
0-2 Years	$135
Law Clerks	$ 85
Paralegals	$100



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	At actual cost

RUSHWORKS
800 Parker Square, Suite 200
Flower Mound, TX 75028
Phone: 1-888-894-RUSH
Fax: 972.899.8140
www.RUSHWORKS.tv

RUSHWORKS.tv
AUTOMATION & PRODUCTION SYSTEMS

QUOTE

Lawton Public Schools
Renewal Period 7/1/20 - 6/30/21

ASAP (Annual System Assurance Program) Plan:

- **SUPPORT - 24-7-365 customer support via email and phone**
- **SUPPORT - LogMeIn remote access software subscription renewal**
- **SUPPORT - PriorityONE status in our automated case management and response system**
- **SOFTWARE - Subscription to current software refinements, enhancements and Version upgrades if applicable**

	System Name	Original Date of Purchase	ASAP Expiration Date	ASAP Plan Coverage	ASAP Annual Renewal Cost
System 1:	1-CH A-LIST HD	2/25/2015	6/30/2020	Support and Software	$1,000.00
TOTAL					**$1,000.00**

Please Note: ASAP is **included** for one year **from the delivery date of your system(s)**, with optional subscription extended on a year-by-year basis thereafter. If you elect not to participate, System support is provided for $90/hour, secured by a credit card... and Software subscription is based on the current price of a system Version upgrade.

SCANTRON.

SOFTWARE ASSURANCE QUOTE

For

Lawton School District

April 24, 2020

Qty.	Product	Description	Per Unit	Total
1	**STX101**	➢ Scantools Plus Scan Only/Edit ➢ Serial number 006111935 ➢ For 7/1/20-6/30/21	**$100**	**$100**

TOTAL $100

127889

00259696

PURCHASING
LAWTON PUBLIC SCHOOLS
PO BOX 1009
LAWTON, OK 73502-1009

LAWTON PUBLIC SCHOOLS
ACCOUNTS PAYABLE
PO BOX 1009
LAWTON, OK 73502-1009

PREVIOUS PURCHASE ORDER# 20000597 (19) 127889 127889 320127889

CNTRL EXCHANGE
ANNUAL

RENEWAL NOTICE - DO NOT PAY. INVOICE TO FOLLOW.
PLEASE ATTACH A NEW PURCHASE ORDER AND RETURN.

07/01/2020 06/30/2021

6/362	OP6 MDL36 DUAL RFLT READ HEAD	0606498	1,147.00
	LAWTON PS	CUST# 157146 0	
	753 NW FORT SILL BLVD	580-357-6900	
	LAWTON, OK 73502-5421		

TOTAL ANNUAL AGREEMENT AMOUNT (WITHOUT APPLICABLE TAXES): 1,147.00

KATIE DEWITT

3/16/2020

Schindler Maintenance

SCHINDLER ELEVATOR CORPORATION
3168 South 108th East Avenue
Suite 370
Tulsa, OK 74146-1622
Phone: 918-627-1116
Fax: 918-627-1191

Date: May 22, 2020

Estimate Number: BSCZ-BD2S3N (2020.1.1)

To:
Lawton Public Schools
1901 SW Lee Blvd
Lawton, OK 73501

Campus Name:
Lawton Public Schools (ml)

Attn: Kathy Bentley

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	Lawton High School 753 Nw Ft Sill Blvd Lawton, OK 73507						
1	Schindler	Gearless	Passenger High School	2F/0R	2500	100	
	Freedom Elementary School 5727 Geronimo Rd Fort Sill, OK 73503						
1	Schindler	Hydraulic	Passenger passenger	2F/0R	2500	100	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 3168 South 108th East Avenue Suite 370, Tulsa, OK 74146-1622, and **LAWTON PUBLIC SCHOOLS**, 1901 Sw Lee Blvd, Lawton, OK 73501 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.
Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.
Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Hydraulic	Pressure/Relief Valve	Annually
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

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

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include the Schindler Cube or Schindler Remote Monitoring, Schindler ActionBoard/Dashboard, and Schindler ActionBoard Mobile/Dashboard Mobile. These digital tools and their three subscription tiers are described below.

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

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

The three subscription tiers for Schindler Ahead are:

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

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

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience.

The Schindler Ahead Package described in this agreement requires activation of Schindler Ahead hardware. Schindler will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

CALLBACK RESPONSE TIME

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. We will provide callback service during regular working hours. We will respond to callbacks within 24 hours of notification. If you authorize services or callbacks outside the scope of this agreement, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on July 01, 2020, and continues until June 30, 2021, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $675.00 per month, payable in annual installments of $8,100.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

- ☐ Direct Debit — 1% Discount (Attach Copy of voided check)
- ☐ Credit Card — 3% Addition
  - ☐ Visa ☐ MC ☐ AMEX
  - Number: _____
  - Expiration Date: _____
  - Signature: _____
- ☐ Check
- ☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- ☐ Semi-Annual — 1% Addition
- ☐ Quarterly — 3% Addition
- ☐ Monthly — 5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
By: Brandon Schutz	By:
For: Schindler Elevator Corporation	For: Lawton Public Schools
Title: Sales Representative	Title:
Date: May 22, 2020	Date:

Approved:

By: Adam Evans

Title: Branch Manager

Date:

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

- Scholastic Inc.
- Customer Service
- Privacy Policy
- About Us

ANY SCHOOL WITHIN THE DISTRICT, ANYTIME, THROUGHOUT THE 2020-2021 SCHOOL YEAR

Scholastic Book Fairs (SBF)
Certificate of Agreement

We're in this together! From fair planning to delivery, a team of consultants will assist you every step of the way to make sure you have the best book fair ever.

Here are some of the helpful products and services we promise to provide you:

- Books and educational products
- A dedicated support and service team
- An online Toolkit full of planning resources & tools
- Quick and easy product restock
- Planning Kit & Setup Kit with how-to guides and promo materials
- Access to online shopping through The Scholastic Store
- The Book Fairs app for leveling, videos, and more
- Convenient point-of-sale system that allows you to accept all major credit cards

As a Scholastic Book Fairs (SBF) customer, the school or organization listed agrees to:

- Use SBF as the exclusive provider of all books, merchandise, and promotional materials during the book fair event.
- Store and display all merchandise, cash, checks, credit card machines and sale slips in a locked and secure location when not in use at your book fair.
- Make products for sale by you available to all qualified event attendees at the listed price designated by Scholastic.
- Collect sales tax as required by your state law, as purchases of books and educational materials from SBF are for resale.
- Repack all unsold products, supplies, and displays for pickup and/or return.
- Return all credit card machines, sale slips, point-of-sale machines, unsold products, and merchandising materials/displays to Scholastic Book Fairs promptly at the conclusion of the book fair.
- Process the book fair financial forms and payment within two (2) working days after the fair has ended.
- Review the following credit card security instructional information and comply with the following security procedures:
    - Do not share or distribute the credit card device or data taken on behalf of Scholastic Book Fairs (card numbers, card readers, etc.).
    - Do not write down or copy any data from a customer's credit card (i.e. card numbers, expiration date, or security codes.)
    - Credit Card terminals are not to be used for personal use/gain; devices are only to be used for transactions at Scholastic Book Fairs events.

- If a credit card is found, please call the toll-free number on the back of the credit card, report the card lost, and request further directions from the credit card company.
- All unattended devices or credit card receipts must be in a locked or secure location.
- Do not connect the credit card device to any unauthorized networks.
- Volunteers should use good and reasonable judgment in the event of any issues, or contact the chairperson or the EasyScan Hotline for guidance.
- The book fair chairperson is responsible for informing all book fairs volunteers of this credit card security instructional awareness information provided by Scholastic. Acceptance of the Services Agreement acknowledges notice of and agreement to this credit card security instructional awareness information.

Effective for fairs beginning August 1, 2020

Profit

If your book fair sales are $3,500 and above, you may opt to take profit in all Scholastic Dollars, all cash, or you may take a combination of Scholastic Dollars and cash.

- When you elect to take a combination, Scholastic Dollars is worth double the value in cash.
- The total profit amount cannot exceed 25% of sales at cash value.
- Use the Profit Split page in the Financial Form to automatically calculate and optimize your profit and reward elections.

Scholastic Dollars Rewards

Book Fair Sales	Scholastic Dollars Value		Cash Value
$0 - $1,499.99	30% of Sales		$0
$1,500 - $3,499.99	40% of Sales		$0
$3,500 and up	50% of Sales	and/or	25% of Sales
Virtual Book Fairs	25% of Online Sales*		$0

*Excluding tax & shipping.

A submitted copy of this Agreement confirms and secures your Book Fair dates, reserving product for your Fair.

Chairperson Information

Number of Fairs Organized:
Role at School: Librarian

Book Fair Consultant
BRITTANY MCCONKEY
8006357323
bmcconkey@scholastic.com

School Information

Fair Information
Fair Dates:
Fair ID #:

Account #:
Principal:

Agreement Date:
Accepted Online Electronically

Note: Changes to this Services Agreement may be made at the discretion of Scholastic Book Fairs as permissible by law and/or as business conditions deem appropriate. We will notify you of any such changes by posting the revised Services Agreement in the Chairperson's Toolkit. Under certain circumstances, we may also notify you of changes to this Services Agreement by additional means,including, but not limited to, posting a notice on the Scholastic Book Fairs homepage, sending you an email if we have your email address, or by contacting you through your Book Fair consultant. At that time, you will have the opportunity to review and accept a new Services Agreement.

440 4th Street NW
Barberton, OH 44203
www.sherlockservices.com
866-827-6804

SINCE 1991 SHERLOCK SERVICES
Supporting Enterprise IT
866-827-6804

Maintenance Contract

Description		Recurring	Qty	Ext. Recurring
Printronix P7200	**Printronix P7200HD Printer** Printronix P7200HD Printer SN:4V6091500001	$216.00	1	$216.00
SLA 9x5 NBD	**Backline Support, Parts, and Monitoring** Sherlock Services will provide 9x5 next business day response backline support including parts and monitoring of the asset where applicable	$0.00	1	$0.00

Monthly Subtotal: **$216.00**

Contract Total: **$864.00**

AMENDMENT

LAWTON PUBLIC SCHOOLS

AND

SODEXO OPERATIONS, LLC

THIS AMENDMENT, dated May 4, 2020, is between LAWTON PUBLIC SCHOOLS ("SFA") and SODEXO OPERATIONS, LLC ("FSMC").

W I T N E S S E T H:

WHEREAS, SFA and FSMC entered into a certain Agreement, dated June 28, 2018, as amended ("Contract"), whereby FSMC manages and operates SFA's Food Service operation in Lawton, Oklahoma;

WHEREAS, the parties now desire to further amend the aforesaid Contract;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Notwithstanding anything to the contrary contained in Sodexo's Proposal dated June 28, 2018, the parties acknowledge and agree that since commencement of the Agreement, all discounts, rebates and other applicable credits received by FSMC from vendors, suppliers, manufacturers or distribution companies and FSMC's regional or national purchasing or distribution arrangements for goods procured pursuant to this Agreement are credited to the SFA annually on or about June 30th.

2. Any and all references to the "2019-2020" school year shall be changed to "2020-2021" school year.

3. Section I, Scope and Purpose, Subsection A is deleted in its entirety and the following substituted therefore:

"A. Duration of Contract. The effective date may be different than July 1st, but the termination date must be June 30th. Keep in mind that the effective date may not occur prior to the date on which the Contract is signed. This Contract shall be for a period of up to one (1) year, beginning on July 1, 2020 and ending June 30, 2021.

4. Section I P.2 is amended to reflect that the Fixed Price Per Meal/Meal Equivalent of $0.274 for the 2019-2020 school year is hereby changed to $0.282 for the 2020-2021 school year.

5. The financial terms of the Contract are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Contract, including the Guarantee, may be adjusted to compensate for such change.

Average daily membership ("adm") for the contract year beginning July 1, 2020 shall not be less than thirteen thousand two hundred (13,200).

Legislation, regulations and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year

Service hours, service requirements, type or number of facilities selling food and/or beverages on SFA's Premises shall remain materially consistent throughout the year.

Total SFA labor costs (including benefits and payroll taxes) will not exceed Two Million Three Hundred Sixty - Three Thousand Eight Hundred Fifty-Three Dollars ($2,363,853).

The state reimbursement rates for the 2020-2021 school year shall remain materially consistent throughout the year.

The projected number of full feeding days shall not be less than One Hundred Sixty- Six (166).

6. This Amendment is effective July 1, 2020, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

LAWTON PUBLIC SCHOOLS

By: _____

President of the Lawton Board of Education

SODEXO OPERATIONS, LLC

By: _____

Charles Thomas

Vice President

Sooner Security Service

901 S.E. 1st Street • Lawton, Oklahoma 73501 • Phone (580) 248-0900
Oklahoma Alarm License 0038

LEASE CONTRACT

1. LAWTON PUBLIC SCHOOLS, Hereafter call Subscriber, being the owner, occupant or the leasee of premises at ALL LOCATIONS WITH BURGLAR ALARMS, hereby rents from SOONER SECURITY SERVICE (hereafter called Company) an alarm consisting of the following components:

NOTE: Do not sign this agreement if you believe this is an insurance policy, it is NOT. An alarm system is an excellent deterrent to a burglary, however, alarm systems are not perfect and they can be defeated. That is why insurance is sold. We are liable only up to $250.00 if enything does go wrong with the alarm system. Alarm systems are electrically operated devices which may fail due to component failure. The best way to insure the alarm is functioning properly is by testing it at least monthly.

These are to be delivered and installed at the above premises for a period of ONE years, commencing JULY 1, 2020 - JUNE 30, 2021 and agrees to pay the sum of $_____ for installation, payable _____. There will be a $31200.00 per year charge for monitor and leasing said alarm system, payable in advance on the first of each month.

2. COMPANY, in return for such consideration, agrees to keep and maintain the said alarm in good and serviceable condition.
3. The said alarm system and all attachments and appurtenances shall at all times be and remain the sole property of COMPANY.
4. It is further agreed that this contract shall automatically renew itself for a period of one year, and from year to year thereafter unless before the expiration of this contract or any renewal term, either party gives written notice at least thirty (30) days before the expiration date.
5. In the event of any breach of this agreement, or upon the failure of the owner, occupant or leasee to pay any installment when due COMPANY shall have the right to declare the entire balance due and owing and enter the premises for the purpose of removing the alarm system, as the same shall always remain its sole property. Termination of service or removal of the alarm shall not waive the right of the COMPANY to collect charges which may have accrued or were to have been accrued hereunder.
6. The subscriber shall not disturb, injure, remove or interfere with the alarm nor permit anyone to do so, and shall at all times indemnify and keep harmless COMPANY for any and all loss to said alarm by reason of fire or any other cause except that resulting from ordinary wear and tear.
7. COMPANY shall not in any way be liable for any damage caused to the Premises by installation or removal of said alarm.
8. A fee of up to $200.00 could be charged for each false alarm or unnecessary service call created by Subscriber error after three (3) in any ninety (90) day period.
9. A 1 1/2% interest charge (18% APR) will be accessed on all installments not paid within 30 days of due date.
10. On receipt of an alarm signal from subscriber's premises, COMPANY will cause the proper authorities to be notified (Law Enforcement or Fire Department).
11. COMPANY assumes no liability for delays in installation of the equipment or for interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of COMPANY, and shall not be required to supply service to Subscriber while interruption of service due to any such causes shall continue, but will, in such event, give notice of the condition to the subscriber or Subscriber's designated representative. The mailing of a letter to Subscriber to such effect shall conclusively establish that such advice has been given by COMPANY.
12. Subscriber hereby authorizes COMPANY to make installation during regular business hours. Subscriber agrees to furnish any necessary electric current through Subscriber's meter at Subscriber's own expense. Any variation from or alteration of the installation herein specified, must be requested in writing by Subscriber and shall be paid for by Subscriber.
13. If any new or increased charges for use of telephone or telegraph lines or other communication lines or services or if any new or increased taxes or license fees (other than direct taxes upon the value of the physical installment and equipment owned by COMPANY) shall be hereafter charged, levied against or imposed upon COMPANY, or its business of an phase thereof, the effect of which shall be to increase to COMPANY the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber, shall be proportionately increased, not to exceed 10% annum, and, as so increased, shall be promptly paid by Subscriber.
14. This agreement when signed by both parties is a legal contract. Should it become necessary to enforce any terms of this contact by legal means the prevailing party shall have the right to a reasonable attorney's fee.

Accepted by _____ SOONER SECURITY SERVICE

Title _____

Date _____ By C Hedrick

SOONER SECURITY ALARMS FOR CONTRACT 2020 - 2021			
BUILDING	**BURGLAR**	**FIRE**	
ALMOR WEST	1	1	
BROCKLAND	1	1	
CARRIAGE HILLS	1	1	
CMS	1	1	
CLEVELAND	1	1	
CROSBY PARK	1	1	
DOUGLASS	3	1	
EDISON	1	1	
EISENHOWER ES	1	1	
EMS	2	1	
EHS	4	2	
HUGH BISH	1	1	
JACKSON	1	1	
JOHN ADAMS	1	1	
LHS	4	1	
LEARNING TREE	1	1	
LINCOLN	1	1	
LPS MEDIA CENTER	1	1	
LPS WAREHOUSE	1		
MAINTENANCE GROUNDS	1		
LPS FFA BUILDING	1	1	
MMS	2	1	
MHS	3	3	
MHS ELEVATOR	1		
PARK LANE	1	1	
PAT HENRY	1	1	
PIONEER PARK	1	1	
RIDGECREST	1	1	
SHOEMAKER	1	1	
SULLIVAN VILLAGE	2	2	
SWINNEY	1	1	
TMS	5	1	
WASHINGTON	1	1	
WILSON	1	1	
WOODLAND HILLS	1	1	
TOTAL	**52**	**36**	

Sooner Security Service

901 S.E. 1st Street • Lawton, Oklahoma 73501 • Phone (580) 248-0900
Oklahoma Alarm License 0038

LEASE CONTRACT

1. LAWTON PUBLIC SCHOOLS, Hereafter call Subscriber, being the owner, occupant or the leasee of premises at ALL LOCATIONS WITH FIRE ALARMS, hereby rents from SOONER SECURITY SERVICE (hereafter called Company) an alarm consisting of the following components:

NOTE: Do not sign this agreement if you believe this is an insurance policy, it is NOT. An alarm system is an excellent deterrent to a burglary, however, alarm systems are not perfect and they can be defeated. That is why insurance is sold. We are liable only up to $250.00 if anything does go wrong with the alarm system. Alarm systems are electrically operated devices which may fail due to component failure. The best way to insure the alarm is functioning properly is by testing it at least monthly.

These are to be delivered and installed at the above premises for a period of ONE years, commencing JULY 1, 2020 - JUNE 30, 2021 and agrees to pay the sum of $_____ for installation, payable _____. There will be a $17280.00 per year charge for monitor and leasing said alarm system, payable in advance on the first of each month.

2. COMPANY, in return for such consideration, agrees to keep and maintain the said alarm in good and serviceable condition.
3. The said alarm system and all attachments and appurtenances shall at all times be and remain the sole property of COMPANY.
4. It is further agreed that this contract shall automatically renew itself for a period of one year, and from year to year thereafter unless before the expiration of this contract or any renewal term, either party gives written notice at least thirty (30) days before the expiration date.
5. In the event of any breach of this agreement, or upon the failure of the owner, occupant or leasee to pay any installment when due COMPANY shall have the right to declare the entire balance due and owing and enter the premises for the purpose of removing the alarm system, as the same shall always remain its sole property. Termination of service or removal of the alarm shall not waive the right of the COMPANY to collect charges which may have accrued or were to have been accrued hereunder.
6. The subscriber shall not disturb, injure, remove or interfere with the alarm nor permit anyone to do so, and shall at all times indemnify and keep harmless COMPANY for any and all loss to said alarm by reason of fire or any other cause except that resulting from ordinary wear and tear.
7. COMPANY shall not in any way be liable for any damage caused to the Premises by installation or removal of said alarm.
8. A fee of up to $200.00 could be charged for each false alarm or unnecessary service call created by Subscriber error after three (3) in any ninety (90) day period.
9. A 1 1/2% interest charge (18% APR) will be accessed on all installments not paid within 30 days of due date.
10. On receipt of an alarm signal from subscriber's premises, COMPANY will cause the proper authorities to be notified (Law Enforcement or Fire Department).
11. COMPANY assumes no liability for delays in installation of the equipment or for interruption of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of COMPANY, and shall not be required to supply service to Subscriber while interruption of service due to any such causes shall continue, but will, in such event, give notice of the condition to the subscriber or Subscriber's designated representative. The mailing of a letter to Subscriber to such effect shall conclusively establish that such advice has been given by COMPANY.
12. Subscriber hereby authorizes COMPANY to make installation during regular business hours. Subscriber agrees to furnish any necessary electric current through Subscriber's meter at Subscriber's own expense. Any variation from or alteration of the installation herein specified, must be requested in writing by Subscriber and shall be paid for by Subscriber.
13. If any new or increased charges for use of telephone or telegraph lines or other communication lines or services or if any new or increased taxes or license fees (other than direct taxes upon the value of the physical installment and equipment owned by COMPANY) shall be hereafter charged, levied against or imposed upon COMPANY, or its business of an phase thereof, the effect of which shall be to increase to COMPANY the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber, shall be proportionately increased, not to exceed 10% annum, and, as so increased, shall be promptly paid by Subscriber.
14. This agreement when signed by both parties is a legal contract. Should it become necessary to enforce any terms of this contact by legal means the prevailing party shall have the right to a reasonable attorney's fee.

Accepted by _____ SOONER SECURITY SERVICE

Title _____

Date _____ By C Kedrick

SOONER SECURITY ALARMS FOR CONTRACT 2020 - 2021			
BUILDING	**BURGLAR**	**FIRE**	
ALMOR WEST	1	1	
BROCKLAND	1	1	
CARRIAGE HILLS	1	1	
CMS	1	1	
CLEVELAND	1	1	
CROSBY PARK	1	1	
DOUGLASS	3	1	
EDISON	1	1	
EISENHOWER ES	1	1	
EMS	2	1	
EHS	4	2	
HUGH BISH	1	1	
JACKSON	1	1	
JOHN ADAMS	1	1	
LHS	4	1	
LEARNING TREE	1	1	
LINCOLN	1	1	
LPS MEDIA CENTER	1	1	
LPS WAREHOUSE	1		
MAINTENANCE GROUNDS	1		
LPS FFA BUILDING	1	1	
MMS	2	1	
MHS	3	3	
MHS ELEVATOR	1		
PARK LANE	1	1	
PAT HENRY	1	1	
PIONEER PARK	1	1	
RIDGECREST	1	1	
SHOEMAKER	1	1	
SULLIVAN VILLAGE	2	2	
SWINNEY	1	1	
TMS	5	1	
WASHINGTON	1	1	
WILSON	1	1	
WOODLAND HILLS	1	1	
TOTAL	**52**	**36**	

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

This is an agreement between Lawton Public School District-Eisenhower High School and Tech-Now, Inc. to establish and support a Tech-Now program. The following is an outline of the roles and responsibilities of each party. The membership fee to Tech-Now, Inc. is based on district size and is a requirement for program membership.

School District Responsibilities:

1. If you received a Perkins Supplemental Grant, your school district understands that the equipment provided through the Perkins Supplemental Grant is for use in the Tech-Now program.

2. If you are using Tech-Now equipment, your school district understands that the equipment provided to the school for use in the Tech-Now program is the property of Tech-Now, Inc. and will be removed should the school decide not to continue providing the Tech-Now program, or there is no student interest in the program. You will replace broken and/or stolen equipment as you are invoiced.

3. If you are using district equipment, your district is responsible for all technology related services.

4. Your school district will select a site instructor to provide the Tech-Now program to students with disabilities as an in-school program. The site instructor will be compensated by your school district.

5. Your school district will provide transportation and allow the students to participate in the annual state competition held in an Oklahoma City area High School in conjunction with the Tech-Now program.

6. Your school district will award each student that participates in the Tech-Now in school program a technology or an elective credit for the class. The in-school program consists of:

    a) Daily Classes
    b) One Tech-Now State Competition @ approximately 6 hours.

7. Your school district will keep records on participating students as required by the program and will provide the data to Tech-Now Inc.

8. Your school district will work with the Tech-Now staff to connect participating students with Oklahoma Department of Rehabilitation Services (DRS) as part of the contract between Tech-Now Inc. and DRS.

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

Tech-Now Inc. Responsibilities:

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

   a) Use of one digital still Camera.
   b) Use of one Tripod.
   c) Use of one Camera bag.
   d) Use of one Printer
   e) Use of Software Licenses
   f) Use of Tech-Now Inc. computers
   g) Annual State Competition expenses not covered through the DRS contract

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

a) 2 Fall professional development trainings, one in the Oklahoma City area the second in the Tulsa area
b) 2 Winter professional development trainings, one in the Oklahoma City area the second in the Tulsa area
c) Technical assistance from the Tech-Now staff via Zoom, email, telephone, texting, and limited on-site support
d) Annual State Competition

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

1A Division school	$3,000.00	2A Division school	$3,000.00
3A Division school	$3,000.00	4A Division school	$4,000.00
5A Division school	$5,000.00	6A Division school	$5,000.00*

*With a 20% discount for the school year 2020-2021 a total of $4000.00 per site will be due.

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

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

_____

Rick DeRennaux, President, Tech-Now, Inc.

_____

Date

_____

Superintendent Name

_____

Superintendent Signature

_____

District

_____

Date

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

This is an agreement between Lawton Public School District-Lawton High School and Tech-Now, Inc. to establish and support a Tech-Now program. The following is an outline of the roles and responsibilities of each party. The membership fee to Tech-Now, Inc. is based on district size and is a requirement for program membership.

School District Responsibilities:

1. If you received a Perkins Supplemental Grant, your school district understands that the equipment provided through the Perkins Supplemental Grant is for use in the Tech-Now program.

2. If you are using Tech-Now equipment, your school district understands that the equipment provided to the school for use in the Tech-Now program is the property of Tech-Now, Inc. and will be removed should the school decide not to continue providing the Tech-Now program, or there is no student interest in the program. You will replace broken and/or stolen equipment as you are invoiced.

3. If you are using district equipment, your district is responsible for all technology related services.

4. Your school district will select a site instructor to provide the Tech-Now program to students with disabilities as an in-school program. The site instructor will be compensated by your school district.

5. Your school district will provide transportation and allow the students to participate in the annual state competition held in an Oklahoma City area High School in conjunction with the Tech-Now program.

6. Your school district will award each student that participates in the Tech-Now in school program a technology or an elective credit for the class. The in-school program consists of:

    a) Daily Classes
    b) One Tech-Now State Competition @ approximately 6 hours.

7. Your school district will keep records on participating students as required by the program and will provide the data to Tech-Now Inc.

8. Your school district will work with the Tech-Now staff to connect participating students with Oklahoma Department of Rehabilitation Services (DRS) as part of the contract between Tech-Now Inc. and DRS.

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

Tech-Now Inc. Responsibilities:

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

   a) Use of one digital still Camera.
   b) Use of one Tripod.
   c) Use of one Camera bag.
   d) Use of one Printer
   e) Use of Software Licenses
   f) Use of Tech-Now Inc. computers
   g) Annual State Competition expenses not covered through the DRS contract

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

a) 2 Fall professional development trainings, one in the Oklahoma City area the second in the Tulsa area
b) 2 Winter professional development trainings, one in the Oklahoma City area the second in the Tulsa area
c) Technical assistance from the Tech-Now staff via Zoom, email, telephone, texting, and limited on-site support
d) Annual State Competition

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

1A Division school	$3,000.00	2A Division school	$3,000.00
3A Division school	$3,000.00	4A Division school	$4,000.00
5A Division school	$5,000.00	6A Division school	$5,000.00*

*With a 20% discount for the school year 2020-2021 a total of $4000.00 per site will be due.

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

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

_____

Rick DeRennaux, President, Tech-Now, Inc.

_____

Date

_____

Superintendent Name

_____

Superintendent Signature

_____

District

_____

Date

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

This is an agreement between Lawton Public School District-MacArthur High School and Tech-Now, Inc. to establish and support a Tech-Now program. The following is an outline of the roles and responsibilities of each party. The membership fee to Tech-Now, Inc. is based on district size and is a requirement for program membership.

School District Responsibilities:

1. If you received a Perkins Supplemental Grant, your school district understands that the equipment provided through the Perkins Supplemental Grant is for use in the Tech-Now program.

2. If you are using Tech-Now equipment, your school district understands that the equipment provided to the school for use in the Tech-Now program is the property of Tech-Now, Inc. and will be removed should the school decide not to continue providing the Tech-Now program, or there is no student interest in the program. You will replace broken and/or stolen equipment as you are invoiced.

3. If you are using district equipment, your district is responsible for all technology related services.

4. Your school district will select a site instructor to provide the Tech-Now program to students with disabilities as an in-school program. The site instructor will be compensated by your school district.

5. Your school district will provide transportation and allow the students to participate in the annual state competition held in an Oklahoma City area High School in conjunction with the Tech-Now program.

6. Your school district will award each student that participates in the Tech-Now in school program a technology or an elective credit for the class. The in-school program consists of:

    a) Daily Classes
    b) One Tech-Now State Competition @ approximately 6 hours.

7. Your school district will keep records on participating students as required by the program and will provide the data to Tech-Now Inc.

8. Your school district will work with the Tech-Now staff to connect participating students with Oklahoma Department of Rehabilitation Services (DRS) as part of the contract between Tech-Now Inc. and DRS.

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

Tech-Now Inc. Responsibilities:

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

   a) Use of one digital still Camera.
   b) Use of one Tripod.
   c) Use of one Camera bag.
   d) Use of one Printer
   e) Use of Software Licenses
   f) Use of Tech-Now Inc. computers
   g) Annual State Competition expenses not covered through the DRS contract

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

a) 2 Fall professional development trainings, one in the Oklahoma City area the second in the Tulsa area
b) 2 Winter professional development trainings, one in the Oklahoma City area the second in the Tulsa area
c) Technical assistance from the Tech-Now staff via Zoom, email, telephone, texting, and limited on-site support
d) Annual State Competition

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

1A Division school	$3,000.00	2A Division school	$3,000.00
3A Division school	$3,000.00	4A Division school	$4,000.00
5A Division school	$5,000.00	6A Division school	$5,000.00*

*With a 20% discount for the school year 2020-2021 a total of $4000.00 per site will be due.

TECH-NOW MEMBERSHIP SITE AGREEMENT

Revised 2019 04 23

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

_____

Rick DeRennaux, President, Tech-Now, Inc.

_____

Date

_____

Superintendent Name

_____

Superintendent Signature

_____

District

_____

Date

Platinum Service Agreement

Purchaser: Lawton Public Schools
PO Box 1009
Lawton, OK 73502-1009

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
4100 Will Rogers Pkwy Ste 200
Oklahoma City, OK 73108
Phone: 405-949-1916
Fax: 866-588-8568
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM SERVICE 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	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Macarthur High School	4402 E Gore Blvd	Other	Hydraulic	35707	0
Macarthur High School	4402 E Gore Blvd	Other	Hydraulic	35708	0
Macarthur High School	4402 E Gore Blvd	Dover	Hydraulic	EE4090	2
Shoemaker/Multimedia	753 NW Fort Sill Blvd	Dover	Hydraulic	E69710	2
Eisenhower High School	5202 W Gore	Dover	Hydraulic	E60044	2
Shoemaker Center	753 NW Fort Sill Blvd	Other	Hydraulic	C4490	2
Pat Henry Elementary	1401 Nw Bessie Ave	Dover	Hydraulic	EE5185	2

Platinum Service Agreement

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 A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. 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, and/or passengers through the elevator's communication device and/or from MAX 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, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

Digital Customer Experience

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. For additional terms and conditions see MAX considerations.

☐ **Service History Website:**

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TILE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

☐ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications 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. ThyssenKrupp Communications 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. Special considerations regarding ThyssenKrupp Communications are set forth below.

☐ **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those 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 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. Special Considerations regarding periodic safety testing are set forth below.

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 the fullest extent permitted by law, 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, advertising devices, kiosks or touchscreen displays, security systems of any kind, card readers, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps, signage, braille, 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.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney 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.

MAX Considerations: Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents,

copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

Price.
The price for the services as stated in this agreement shall be One Thousand Four Hundred Eighty Two Dollars and Four Cents ($1,482.04) per month, excluding taxes, payable Quarterly in advance.

Term
This agreement is effective for Twelve (12) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Twelve (12) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Twelve (12) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Twelve (12) month 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.

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.

Submission of Proposed Agreement when Original Agreement in Full Force and Effect
In the event that Purchaser and ThyssenKrupp Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both parties. Upon full acceptance by both parties, this proposed agreement shall supersede all prior agreements.

Special Considerations
No Special Considerations.

Platinum Service Agreement

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:	**Lawton Public Schools:**	**ThyssenKrupp Elevator Corporation Approval:**
By: _____ (Signature of ThyssenKrupp Elevator Representative) Erin Shurley Service and Repair Account Manager erin.shurley@thyssenkrupp.com _____ (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) David Ferran Branch Manager _____ (Date of Approval)

Sales Quote SQ014847

May 6, 2020

TRINITY3 TECHNOLOGY

Sold To:
LAWTON PUBLIC SCHOOLS
AJ Watson
Eugene D. McMahon Media/Technology Centr
753 NW Fort Sill Blvd
LAWTON, OK 73507

Ship To:
LAWTON PUBLIC SCHOOLS
AJ Watson
Eugene D. McMahon Media/Technology Centr
753 NW Fort Sill Blvd
LAWTON, OK 73507

Trinity3 Technology
2550 University Ave W
Suite 315-S
St. Paul, MN 55114

External Document No.	Salesperson	Payment Terms
	JONATHAN WORRE	Net 30

No.	Description	MFG Code	Quantity	Unit Price	Line Amount
0041193	1 YEAR GOGUARDIAN SUITE 24/7 VLIC 3500-7499 ***Includes Admin, Teacher, Fleet, & DNS**	GOGUARD	13,400	7.50	100,500.00
0030915	GOGUARDIAN 1 YEAR SUBSCRIPTION ADM	GOGUARD	3,000	4.15	12,450.00

Please contact Jonathan with questions.
Thank You!

Subtotal	112,950.00
Total Tax	0.00
Total US Incl. Tax	**112,950.00**

TRINITY3
TECHNOLOGY

Trinity3 Technology Return Policy

Trinity3 Technology, LLC accepts returns within 30 Calendar Days of Shipment. All return orders, regardless of time frame, are subject to inspection and may be subject to restocking fees at the discretion of Trinity3. To be eligible for a return, your item must be unused and in the same condition and packaging you received it. Trinity3 Technology, LLC. does not accept any returns without prior written consent. Licensing and Software sales are final and cannot be returned.

Trinity3, LLC Warranty Statement

Trinity3 LLC ("Trinity3") with its principal offices at 2550 University Avenue West, Suite 315-S, St. Paul, MN 55114 is providing extended warranty coverage ("Warranty") for the specific products purchased from Trinity3 on your sales quote or sales order. The Warranty period starts on the date of product delivery and continues until the expiration listed on your Trinity3 sales order. The warranty is limited to the original buyer and is not transferable.

The Warranty may provide for duplicate coverage already provided to you by other insurance policies or manufacturer's warranties available to you. You are not required to purchase a Warranty in order to purchase a computer or other electronic device from Trinity3.

What is covered?

Trinity3 will repair or replace (at our sole discretion) hardware failure and damage by accident for the specific serialized system purchased from Trinity3 or the specific technology covered under our extended Warranty (Gold Warranty) or upgraded Warranty (Platinum Warranty) during the time frame identified on your Trinity3 sales order. Accidental damage protection ("ADP") is only offered under the Gold & Platinum Warranties and applies only for the designated coverage period from the date of original purchase or date of warranty agreement. The warranty protection period varies by product type, specific warranty purchased and the specific coverage period indicated on the Trinity3 sales order. For a summary of the differences between coverages, please see the link below.

www.trinity3.com/Warranty/Warranties

What are the Claim Limits?

The Warranty is limited to an individual user accidental damage incident that renders the system unusable. The Warranty does not include preventive maintenance, so you should maintain the system or device in accordance with the manufacturer's instructions. ADP is not intended to and does not protect multi-system damage events nor does it protect against the following: general use wear and tear, cosmetic wear, vandalism, human/natural disasters (including, but not limited to: fire, smoke, flood, power surge and storm-related damages) and laptop battery replacement. Platinum Warranty coverage on laptop batteries is three years (on new mobile devices only) with one battery replacement from the date of purchase.

www.trinity3.com/Warranty/Warranties

What is the Deductible?

There is no deductible or any other fees required to fulfill a repair and/or replacement.

How do I report a Problem?

In the case of hardware failure or an accidental damage event, loss or theft, we can provide simple and fast help. Call Trinity3 Customer Service at 1-855-862-5120 or submit online;

www.trinity3.com/warranty/add

Submissions must be reported in a timely manner and please be prepared to provide the serial number and description of the problem or defect.

Trinity3 repairs all products at our technical facility located in St. Paul, MN. Unless a claim is for loss or theft, returning the original device is required. Trinity3 will provide you with a prepaid shipping label for you to return your device to Trinity 3. Failure to return your original device to Trinity3 will result in additional charges for the non-returned equipment.

Trinity3 service technicians located at the Trinity3 technical center: 650 Pelham Blvd, Suite 600, St. Paul, MN 55114 will assess the device and take appropriate action to repair and/or replace the hardware failure, once the product is returned.

Repairs and/or replacements may be fulfilled with new or reconditioned equipment. Reconditioned equipment may have minor cosmetic flaws. Replacement of accessories may be with generic or non-original manufacturer accessories. If the exact model is not available, the replacement will be of like kind and quality but you will be notified in advance if a different model is to be returned.

Trinity3 will use reasonable efforts to amicably resolve any disputes with respect to our Warranties. If you have and issues or problems with our warranties or your customer experience working with Trinity3, we welcome and invite you to contact your sales and/or customer service representative to reach a positive outcome.

www.trinity3.com/OurTeam/ContactUs

June 8, 2020

Lawton Public Schools
Attn: Dave McDermott
753 NW Fort Sill Blvd.
Lawton, OK 73507

Mutual Ratification Acknowledgment

Lawton Public Schools,

Pursuant to 70 Oklahoma Statute §70-5-117(B), the Agreement between Unite Private Networks, LLC ("UPN") and Lawton Public Schools (the "District") dated March 11, 2013 (the "Agreement") terminates at the close of each fiscal year in which the Agreement was executed or renewed by mutual ratification. The obligations set forth by the statute require both parties to affirmatively renew the Agreement for each fiscal year through an annual mutual ratification acknowledgment. This ratification shall be valid for fiscal year 2020-2021 and will allow for UPN to continue providing services as indicated in the Agreement. If the District does not ratify, the District will be responsible for the fees outlined in Section 11 of the Agreement and must provide thirty (30) days written notice to UPN prior to the end of this fiscal year.

Please return an executed copy of this acknowledgement to our office. If you have questions, please do not hesitate to contact us regarding this matter.

By signing, the undersigned hereby warrant that they:

- are authorized agents of Unite Private Networks, LLC and the District, respectively;
- have the authority to ratify the Agreement on behalf of the parties to the original Agreement; and
- bind the parties to this ratification and to the terms and conditions in the Agreement.

The parties make this ratification under the laws of the State of Oklahoma. The parties agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this ratification shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each party as of the day and year first written above.

Lawton Public Schools:

_____

Print Name: CARLA CLODFELTER
Title: PRESIDENT
Date:

Unite Private Networks, LLC:

_____

Print Name: **Matt Wiltanger**
Title: **General Counsel**
Date:

Hi LAWTON PUBLIC SCHOOL DISTRICT I-008, here is your equipment and service quote.

This quotation is based on the terms and conditions of the NASPO Value Point (NVLPT) #1907 Contract (f/k/a WSCA) ("the Agreement") and the State of Oklahoma Participating Addendum. The NVLPT Agreement, Addenda and Attachments can be found on www.naspovaluepoint.org site for your review.

Valid through 08/04/2020 **Account: 642075759**

Sub Account	New Monthly Service Charges	Monthly Charge	Discount	Quantity	Subtotal
002					
	Nationwide Business Basic SharePlan -400 (22% Disc)	$38.45	$8.46	4	$119.96
	Mobile Broadband Unlimited + DTL 25GB	$39.99		7	$279.93
			New Monthly Plan & Feature Charges		$399.89

Sub Account	Device & Accessory Purchases	Purchase Option	Retail Price	Discount Price	Quantity	Subtotal
002						
	Customer Provided Equipment - Internet	Customer Provided	$0.00		7	$0.00
	Customer Provided Equipment - Basic Phone	Customer Provided	$0.00		4	$0.00
				Total Device and Accessory Purchases		$0.00

Quote Summary

Purchases	Sales Taxes	Initial Expense	Estimated Monthly Charges
$0.00	$0.00	$0.00	$399.89

Equipment and accessory purchases are subject to sales tax. Depending on your shipping address, this tax may be calculated on the full retail price of the equipment.

If you have any questions regarding this quote, please feel free to contact me.

Regards,

Lawrence Ross
Business Account Manager Govt
405-508-0858
lawrence.ross@verizonwireless.com

Any discrepancy between this quote and the contracted price, the price in the contract referenced above prevails.

VIC'S TELECOMMUNICATIONS

387 SUNSET DRIVE
LAWTON, OK 73507

Estimate

Date	Estimate #
4/30/2020	362

Name / Address
Lawton Public Schools PO Box 1009 Lawton, OK 73502

Project

Item	Description	Qty	Cost	Discount	Total
E Metrotel ESS...	Standard Software Support	1,720	18.00		30,960.00

Thank you for your business.

Subtotal	$30,960.00
Sales Tax (9.0%)	$0.00
Total	$30,960.00

Phone #
580-512-0313

E-mail
VICMENENDEZJR@AOL.COM

AJ Watson

From: Kevin Brobst <kbrobst@hammer.net>
Sent: Monday, April 27, 2020 7:42 PM
To: Lance Gibbs
Cc: AJ Watson
Subject: RE: ALIO: Lawton Public Schools

***CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! ***

Here you go. Please let me know if there are additional questions.

Applications	2020-2021 Fees
Financial Accounting	10,994.69
Budget Preparation	3,984.66
Accounts Receivable	5,120.43
Check Reconciliation	566.00
Warehouse Inventory	3,984.66
Fixed Inventory	2,478.28
Humarn Resources	11,665.67
Personnel	4,705.71
Salary Admin/Position Control	3,447.66
Applicant Portal	3,224.58
Subcaller Interface	1,311.27
Timeclock Interface	1,092.73
State Reporting	5,307.00
Oracle Standard Edition Two	1,559.81
Oracle Enterprise	5,211.72
Fixed Asset Scanning	556.20
Total	65,211.09

Thank you.

Kevin Brobst | Sales Manager, Education Solutions Division
O: 800.437.7956 ext. 4027 | M: 570.574.4097 | E: kbrobst@hammer.net

Learn more about our solutions: www.myalio.com | www.hammer.net

Weidenhammer alio

From: Lance Gibbs <lance.gibbs@lawtonps.org>
Sent: Monday, April 27, 2020 8:25 PM
To: Kevin Brobst <kbrobst@hammer.net>
Cc: AJ Watson <aj.watson@lawtonps.org>
Subject: Re: ALIO: Lawton Public Schools

Use of Facilities Agreement
Incorporating a
Release, Waiver of Liability, and Indemnity Agreement

This use of facilities agreement is between the Lawton Family YMCA and Lawton Public Schools, hereinafter respectively called the YMCA and the user. The agreement provides for LPS Swim team practice at the Lawton Family YMCA, beginning August 24, 2020 until the end of swim season , at $5000 total cost.

IN CONSIDERATION of being permitted to utilize the Pool and locker room area of the YMCA for Swim practice, and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities for therapy sessions constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releases or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.

2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releases.

3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releases,

THE USER further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

(a) The user shall not violate any city, county, or state law in or about the said premises.
(b) The user shall not assign this agreement without written consent of the YMCA.
(c) The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of $1,000,000 that are updated annually and provide notice of cancellation.
(d) The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation

(e) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
(f) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Frank Walker
CEO
Date signed 6/16/2020

Lawton Family YMCA

Lawton Board of Education

Date signed

Lawton Public Schools

Renewal Insurance Proposal
2020/2021

Prepared For:

Lawton Public Schools
PO Box 1009
Lawton, OK 73502

INSURICA

Larry D. Neal

Lawton Public Schools Renewal Summary 2020/2021

Option #1 PROPERTY QUOTE Alliant/Liability Quote OSIG

Property and Cyber Liability	INSURANCE COMPANY	AM BEST RATING	PREMIUM
Alliant Property Insurance Program	Various/See Attached	A XV Rated	**$1,027,622**
Replacement Cost Coverage on Roofs. No Cosmetic Damage Limitation. Blanket Broad Form Coverage, No Coinsurance.	List Admitted & Non-Admitted Companies		
Property (See Proposal),Inland Marine,Equip Breakdown and Auto Catastrophic Physical Damage - $25,000 Prop Deductible All Perils Except for Wind & Hail which is $500,000/Occurrence. In addition, Flood is subject to a $100,000 Ded, Quake is subject to a $50,000 Ded and Auto Physical Damage is subject to a $25,000 Ded. Flood Coverage for Property in Special Flood Hazard Areas A&V are not covered. Flood & Earthquake Subject to 10M Limit **Proposal Attached - $500,000,000 Loss Limit Per Occurrence**			
Including Pollution Liability $2,000,000. Microbial Matter Sublimit of $500,000 per pollution incident. Retention $150,000 per pollution incident. Shared limits of $25M applies to all members in the program. See proposal.	Interstate Fire & Casualty Ins Company	A+XV	**Included**
Including Cyber Liability $2,000,000 1st & 3rd Party Coverage. Privacy Notification $500,000 limit or $1,000,000 limit when Company Vendors are used. *Shared Limits of $25M Applies to all members in the program.	Lloyds/Beazley Syndicate	A XV	**Included**
See Enhanced Cyber Quote Option To Consider			

OPTIONAL QUOTES

	INSURANCE COMPANY	AM BEST RATING	PREMIUM
Wind & Hail Deductible Buyback Policy	RSUI Indemnity Co.	A+XIV	$166,000
Buys the Wind & Hail Deductible down to $100,000			
$400,000 Per Occurrence (No Aggregate Limitation)			
Optional Quote for a 1X Aggregate (Buydown Deductible 1 time per year) Saves $8796/yr.			$157,204.00
Cyber Option#1 - Beazley Breach Response - Provides 250,000 Notifications for Breach and Increases the Breach Response limit to higher limits selected. Not Shared with Other Members in the Program.	Lloyds/Beazley Syndicate	A XV	**$15,197.22**
See Proposal for Optional Higher Breach Notification, Limits, Etc.			See Proposal

Lawton Public Schools Renewal Summary 2020/2021

LIABILITY QUOTES

Casualty	INSURANCE COMPANY	AM BEST RATING	PREMIUM
OSIG			
General Liability, Sexual Abuse & Molestation,Auto Liability,School Board Legal Liability, Law Enforcement Liability 1M Limit with NO AGGREGATE. Also, incl Auto Primary Physical Damage Coverage Subject to a Maximum of $100,000 Per Occurrence ($1000 Ded)	United Educators	RRG/A IX	**$323,848**
Crime	United Educators	RRG/A IX	Included
School Violent Acts Protection $25,000			
Umbrella/Excess Liability 1M Limit	United Educators	RRG/A IX	**$16,510**

Active Assailant Quote & Alternate Deadly Weapons Quote

Active Assailant Coverage (No 3rd Party Liability Included)	XL Catlin	A+ XV	$8,480
$1,000,000 Occurrence/Aggregate Limit			
Alternate: Deadly Weapons Coverage (See Proposal) Includes 3rd Party Liab $500,000 Occurrence/Aggregate Limit	Lloyds/Beasley Syndicate	A XV	$7,493
Alternate: Deadly Weapons Coverage (See Proposal) Includes 3rd Party Liab $1,000,000 Occurrence/Aggregate Limit	Lloyds/Beasley Syndicate	A XV	$12,038

NOTES

Important Points To Consider: 1) Alliant is a very robust policy that provides broad coverage typically unmatched by other companies and is fully insured with A rated carriers, they are not a pool. They continue to provide full blanket replacement cost coverage (including rooftops) and have no cosmetic damage exclusion. Other larger districts (Jenks, Union, Edmond & Putnum City) are insured with Alliant & OSIG. OSIG is financially strong and insures around 450 schools in Oklahoma. A copy of their financial statement is attached. 2) OSIG's General Liability, Sexual Abuse and School Board Legal Liability coverage does not have an annual aggregate. In the event of multiple large claims in one year, you would not have to worry about exhausting the available policy limits. 3) OSIG's Sexual Abuse coverage is included in the General Liability coverage on an occurrence form. This is preferable since some states are expanding the statute of limitations for sexual misconduct which can affect future claims and exposure to the school significantly. 4) The OSIG School Board Legal Liability coverage is on a claims made form which means that they only cover claims made on or after the policy retroactive date and within the policy term. Should you decide to leave OSIG, we recommend that you strongly consider the purchase of a 2 year extended reporting tail for any claims that may have been incurred, but have not yet been reported to the district. The cost for a 2 year Extended Reporting Period/Tail is $163,078 and is the maximum term offered by OSIG. 5) The OSIG auto liability deductible of $1000 does not apply to bodily injury. It only applies to property damage. 6) The Alliant policy includes Pollution Liability coverage. 7) As requested, the approximate increase in premium to add the new 40M Eisenhower Middle School project upon completion is $58,845/year. However, you will also receive a credit for removing the old EMS building which will help offset the additional premium.

Lawton Public Schools Renewal Summary 2020/2021

Alliant appraised the primary buildings for LPS fall of 2016 at no cost to the district. A complete copy of the appraisals were furnished to LPS. This year Alliant applied a trend factor of .07% for your buildings and a trend factor of 2.04% your business personal property for renewal. As a general rule, the company estimates 15-20% of the building value for contents/business personal property for primary buildings. A few of the Title 1 schools have increased limits above the standard. The Alliant policy includes coverage up to 25M for new additions and course of construction at no additional cost. They also include 50M for increased cost of construction, ordinance or law and demolition, 50M extra expense and money & securities 2.5M. Catastrophic auto physical damage coverage is included in your property policy for the past several years, subject to a $25,000 deductible with no over the road coverage provided. In 2017 the board elected to add primary auto physical damage coverage to OSIG, subject to a $1000 deductible comprehensive and collision and subject to a $100,000 per occurrence limit.

The property deductible remains $25,000 per occurrence for all perils except for wind, hail, flood & earthquake. The wind & hail deductible remains $500,000 per occurrence due to the adverse weather we have experienced in Oklahoma for the past few years. As in previous years, we have included a quote to purchase a wind/hail deductible buyback policy to reduce the deductible from $500,000 to $100,000 per occurrence. Flood coverage is excluded for property in flood zones A&V. LPS has 1 location at 1101 SW 17th that is in flood zone A. However, Alliant does not consider sewer backup within the flood peril, so that particular coverage extends to this location as well.

The total values included for rating are: $556,069,565 for buildings, $118,736,170 for business personal property, $358,791 for contractors equipment, $14,586,715 for EDP & $11,708,839 for the catastrophic auto physical damage coverage and $288,000 catastrophic coverage for the security cameras in your buses, including the older buses that do not have any physical damage coverage. Cameras values are included @ $1800 each and $54,900 of GPS equipment in specified buses @ $450 each. Total insured value $701,802,980. Special Note: As requested by Dr. Tom Thomas, coverage for Taft & Wilson were reduced to a stated value of $500,000 each in preparation for the upcoming sale of the property.

In 2018 LPS added ACTIVE ASSAILANT coverage. This provides coverage for property damage,business interruption/extra expenses & closure of premises. It also includes many additional costs like public relation costs, counseling, costs, medical payments, job retraining, temporary security and relocation costs. The coverage trigger is physical damage to your property or 3 or more persons physically present and injured or mentally affected by the attack. **This year, Alliant is offering an alternate/broader Deadly Weapons coverage form that includes 3rd party liability coverage. In addition, coverage includes "threat" of a deadly weapons attack, a broader definition of deadly weapon and has no minimum number of people injured requirement before coverage is triggered. They have offered a $500,000 limit and alternate $1,000,000 limit for your consideration.**

The Alliant property policy includes coverage through Beazley/Lloyds for basic Cyber liability coverage for a member annual aggregate of $2,000,000. The core program includes a $500,000 limit for privacy notification costs. This limit increases to $1,000,000 when Beazley vendors are used. Subject to a $100,000 retention/deductible. It also includes 1st & 3rd Party coverages including regulatory defense & penalties and website media content liability. Please refer to the Cyber optional quotes enclosed for dedicated limits of coverage specific to LPS. The options are enhanced & excess coverage and are outside of the shared limit with other members written in the Alliant Program. Last year LPS elected to take the 250,000 lives notification in the event of a security breach due to the number of private records stored.

Option #2 PROPERTY & LIABILITY QUOTE - OSRMT

Property and Liability	INSURANCE COMPANY	AM BEST RATING	PREMIUM
Property, Equip Breakdown, Inland Marine, Auto	Pool/Primary Property	A+XV	**$2,006,870**
Property $25,000 Deductible/ $100,000 for Wind & Hail, Flood/Sewer Backup (Incl Together) and Earthquake. Flood & Quake Quoted at Full Property Limit Subject to a $50,000 Deductible **See Optional Quote Below for Lower 10M Limit for Flood & Quake	Reinsurers: Hartford Fire, Lexington and RSUI		
Note: Actual Cash Value Applies to Roofs Over 15 Years Old			

LIABILITY QUOTES

Casualty	INSURANCE COMPANY	AM BEST RATING	PREMIUM
General Liability 2M Per Ocurrence & Aggregate(Annual Max)	General Re (Genises)	A++ XV	Included
Sexual Abuse & Molestation-Claims Made Coverage. Incl in 2M Limit for General Liability & Aggregate (Annual Max)	General Re (Genises)	A++ XV	**Included**
School Board Legal Liability -Claims Made 2M Per Claim & Aggregate. $10,000 Deductible	Lloyds of London	A XV	**Included**
Cyber Liability 1M (Maximum Limit Offered) $25,000 Deductible	Lloyds of London	A XV	**Included**
Law Enforcement Liabiity 1M Per Occurrence & Aggregate (Maximum Limit Offered)	General Re (Genises)	A++ XV	**Included**
Active Assailant $500,000 (Maximum Limit Offered)	Markel	A XV	**Included**
Limited Pollution Liability Coverage-See Proposal	General Re (Genises)	A++ XV	**Included**
Auto Liability 2M, Subject to a $1000 Deductible for Bodily Injury and Property Damage. Auto Physical Damage Coverage -See Schedule. $1000 Deductible Comprehensive and Collision.	General Re (Genises)	A++ XV	**Included**

OPTIONAL QUOTES

	INSURANCE COMPANY	AM BEST RATING	PREMIUM
Flood/Sewer Backup at a Lower 10M Limit	Same As Above		($323,237)
$50,000 Deductible			
Earthquake at a Lower 10M Limit	Same As Above		($57,735.00)
$50,000 Deductible			

NOTES

Important Points to Consider: *The OSRMT (Oklahoma School Risk Management Trust) has been endorsed by the OSSBA since 2009. They are a pool and purchase reinsurance from companies above a $250,000 self insured retention based upon a 168 hour single occurrence period. Their primary reinsurer for property is Hartford, Lexington & RSUI. The primary insurer for the general liability and auto is GeneralRe(Genesis) and school board legal liability is Lloyds of London. A copy of the OSRMT financial statement is attached and is published on the Oklahoma Insurance Dept website under: www.oid.ok.gov/public-information/interlocals. We would recommend that you review it carefully. The OSRMT currently has less than 100 members in the program in Oklahoma, with the largest being Norman.*
The OSRMT policy is specific coverage tailored to each school district and includes a coinsurance provision on the property. The policy also includes a cosmetic damage exclusion for roofs and it does not provide replacement cost coverage for roofs over 15 years old.
Other differences in the OSRMT program vs. OSIG is the way they insure abuse & molestation. The OSRMT writes the coverage on a claims made form which means that claims are covered for losses that occur on or after the policy retroactive date and are reported within the policy period. If you decide to leave the OSRMT, the maximum term that they offer for an extended reporting period/tail is 2 years for claims that may have been incurred, but have not yet been reported to the company. In addition, they only offer a 1 year extended reporting period/tail for school board legal liability. Both of these extensions are an additional premium charge, quite the same as the quote that we have included for the OSIG 2 year ERP/tail for the School Board Legal Liability coverage. OISG only requires the ERP/tail offer on the SBLL since it is the only coverage written on a claims made coverage form. While the OSRMT quote does include full prior acts for the School Board Legal Liability, we strongly recommend that you consider purchasing the extended reporting period tail due to their exclusion for any wrongful act where any employee knew or could have "reasonably foreseen" that a wrongful act could lead to a claim.
The OSRMT has a $1000 auto liability deductible that applies to both bodily injury and property damage.
The OSRMT program offers a maximum limit of $1,000,000 for cyber. $1,000,000 for law enforcement liability and $500,000 for active assailant coverage. These limits are lower than your current coverage. The active assailant coverage included in the OSRMT quote is comparable to the deadly weapon quote offered by Alliant and includes 3rd party liability coverage.
The General Liability and Sexual Abuse and Molestation coverage has a 2M Aggregate. That is the most they will pay in any policy year. The OSIG policy does not contain an aggregate limitation.
The OSRMT program excludes flood coverage for the following location: 1101 SW 17th. It is in a flood zone and is not covered by Alliant or OSRMT. The maximum limit offered by the OSRMT for money & securities is $250K.Your current limit with Alliant is $2.5M.
As requested the approximate increase in premium to add the Eisenhower Middle School project at 40M upon completion is $90,341/yr, However, you will be given credit when the old EMS building is deleted.

The OSRMT program is scheduled coverage specific to each district so various property had to be scheduled whereas the Alliant APIP policy has a broad definition of property with coverage extended. Please refer to the coverage proposals attached. The OSRMT computes their total insured values different than Alliant. The proposal attached reflects $556,069,565 for buildings (less $110,788 for signs that they schedule under the inland marine) plus $118,736,170 for business personal property and $100,000,000 for increased cost of construction & demolition for a total of $774,694,947. The OSRMT determines the inclusion amount for Increased Cost of Construction and demolition in their rating platform. In addition, they calculate inland marine, EDP/computer and auto values separately. The items listed for inland marine cpverage are at a lower $10,000 deductible. Both programs (Alliant/OSIG and the OSRMT) are dedicated to insuring schools in Oklahoma and offering options to retain competitive rates.Coverage and deductibles vary by program.

BONDS

Various Bonds	INSURANCE COMPANY	AM BEST RATING	PREMIUM
Public Official Position Schedule Bond	American States/Liberty Mutual Surety	A XV	**$1,309.00**
NOTE: See attached list of positions and bond amounts. These were increased in 2009 due to new			
Public Official Bond for the Superintendent	C N A/Western Surety	A XIV	**$350.00**
Diesel Fuel Tax Bond	C N A/Western Surety	A XIV	**$100.00**

WORKERS COMPENSATION

POLICY TYPE	INSURANCE COMPANY	AM BEST RATING	PREMIUM
Workers Compensation	OSAG/CompSource Mutual Insurance Co.	NR	**$741,000.00**

NOTES

The premium has decreased $64,000 compared to the 19/20 term. Attached is an updated claim summary by location, as well as the incurred dollar amount by department. As an incentive towards continued improvement,2 years ago your policy was moved into the Participating Dividend Plan.This means that if a dividend is declared & your losses are 40% or less than the premium paid, you could receive a dividend in future years. Good safety equates to a profitable program that yields dividends. As a reminder, for renewal rating purposes OSAG is unable to use the current term claim history since it does not reflect a full 12 month view and there are potential claims that have been incurred but have not yet been reported.

Historically Workers Compensation has been one of the largest insurance expense for your district. Throughout the 19/20 school year the LPS Safety committee has worked with Healthcare Safety Solutions continually improving and implementing loss control. Congratulations to the LPS staff and the LPS Safety Committee for your commitment to a substantially improved safety culture. Your hard work combined with the 2014 Oklahoma Workers Compensation reform helped to cut the Workers Comp expense more than 50% in the past 5 years. 2015-16 the district paid $1,696,382 for Workers Comp and the year prior to that is was $1,791,535. As in the past, OSAG has included the reduction in premium for 2020/21 for ongoing loss control implementation & monitoring with Healthcare Safety Solutions.

We obtained alternate quote indications from 2 companies (Zenith & United Heartland) and neither one could compete with OSAG. Zenith's quote indication was $1.4M & United Heartlands quote indication was between $915,000-$965,000.

AM Best – Company Rating & Financial Category Rating

Lexington Insurance Company

AMB #: 002350 NAIC #: 19437 FEIN #: 251149494

Administrative Office
99 High Street 23rd Floor
Boston, Massachusetts 02110
United States

Web: www.aig.com
Phone: 617-330-1100
View Additional Address Information

AM Best Rating Unit: AMB #: 005953 - AIG Property Casualty Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2019
Initial Rating Date:	June 30, 1966

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Stable
Action: Affirmed
Effective Date: July 12, 2019
Initial Rating Date: April 06, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Gregory Dickerson
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries
July 12, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1966.

Financial Strength Rating

Effective Date	Rating

7/12/2019	A
6/20/2018	A
5/23/2017	A
1/26/2017	A u
6/2/2016	A
1/27/2016	A u
2/27/2015	A

Long-Term Issuer Credit Rating

Effective Date	Rating
7/12/2019	a
6/20/2018	a
5/23/2017	a
1/26/2017	a u
6/2/2016	a
1/27/2016	a u
2/27/2015	a

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 005953 - AIG Property Casualty Insurance Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

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Press Releases

Date	Title
Jul 12, 2019	AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries
Jun 20, 2018	A.M. Best Affirms Credit Ratings of American International Group, Inc. and Certain Subsidiaries
May 23, 2017	A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries
Jan 26, 2017	A.M. Best Places Credit Ratings of American International Group, Inc. and Subsidiaries Under Review with Negative Implications
Jun 02, 2016	A.M. Best Removes From Under Review and Affirms Ratings of American International Group, Inc. and Majority of Its Subsidiaries
Jan 27, 2016	A.M. Best Places Ratings of American International Group, Inc. and Its Subsidiaries Under Review with Negative Implications
Feb 27, 2015	A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property/Casualty Subsidiaries
Feb 20, 2014	A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S.

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Interstate Fire & Casualty Company

AMB #: 002267 NAIC #: 22829 FEIN #: 362259886

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Fax: 415-899-3600

AM Best Rating Unit: AMB #: 085014 - Allianz SE

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 085449 - Allianz SE is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 05, 2019
Initial Rating Date:	June 30, 1957

Long-Term Issuer Credit Rating View Definition

Long-Term: aa
Outlook: Stable
Action: Affirmed
Effective Date: September 05, 2019
Initial Rating Date: July 22, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst: Jeffrey Stary, CPCU, ARe, ARM
Director: Raymond Thomson, CPCU, ARe, ARM
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

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Press Release
AM Best Affirms Credit Ratings of Allianz SE and Rated Subsidiaries
September 05, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1957.

Financial Strength Rating

Effective Date	Rating
9/5/2019	A+
8/30/2018	A+

8/3/2017	A+
8/11/2016	A+
8/6/2015	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
9/5/2019	aa
8/30/2018	aa
8/3/2017	aa
8/11/2016	aa-
8/6/2015	aa-

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 085014 - Allianz SE.

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Press Releases

Date	Title
Sep 05, 2019	AM Best Affirms Credit Ratings of Allianz SE and Rated Subsidiaries
Aug 30, 2018	A.M. Best Affirms Credit Ratings of Allianz SE and Most of Its Rated Subsidiaries
Aug 03, 2017	A.M. Best Upgrades Issuer Credit Ratings of Allianz SE and Most of Its Rated Subsidiaries
Aug 11, 2016	A.M. Best Revises Issuer Credit Rating Outlook to Positive for Allianz SE and Most of Its Subsidiaries
Aug 06, 2015	A.M. Best Affirms Ratings of Allianz SE and Most of Its Subsidiaries
Dec 19, 2014	A.M. Best Comments on Ratings of Fireman's Fund Insurance Company and Its Affiliates Following Acquisition Announcement
Jul 18, 2014	A.M. Best Affirms Ratings of Fireman's Fund Insurance Company and Its Affiliates
Jul 10, 2013	A.M. Best Affirms Ratings of Fireman's Fund Insurance Company and Its Affiliates
Mar 01, 2013	A.M. Best Affirms Financial Strength Rating and Downgrades Issuer Credit Rating of Fireman's Fund Insurance Company & Affiliates
Jun 06, 2012	A.M. Best Removes From Under Review Ratings of Fireman's Fund Insurance

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Lloyd's

AMB #: 085202 **AIIN #: AA1122000**

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London EC3M 7HA,
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Web: www.lloyds.com
Phone: 44-207-327-1000
Fax: 44-207-327-5211

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 10, 2019
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+
Outlook:	Stable
Action:	Affirmed

Effective Date: July 10, 2019
Initial Rating Date: August 12, 2004

u Denotes Under Review Best's Rating

AMB Rating Unit

Note: This data record represents an **AMB Rating Unit** and the following Best's Credit Ratings are based on the consolidated financials assigned to this record.

AMB #	Company Name	Best's FSR	Best's ICR
078649	Lloyd's Insurance Company (China) Ltd	A	a+
095926	Lloyd's Insurance Company S.A.	A	a+

Best's Credit Rating Analyst

Rating Office: A.M. Best Europe - Rating Services Ltd.
Senior Financial Analyst: Jessica Botelho
Director-Analytics: Timothy Prince
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Lloyd's
July 10, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1997.

Financial Strength Rating

Effective Date	Rating
7/10/2019	A
7/12/2018	A
7/20/2017	A
7/21/2016	A
7/22/2015	A
7/24/2014	A

Long-Term Issuer Credit Rating

Effective Date	Rating
7/10/2019	a+
7/12/2018	a+
7/20/2017	a+
7/21/2016	a+
7/22/2015	a+
7/24/2014	a+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087100	Lloyd's Underwriters CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
022616	Underwriters at Lloyd's, London (VI)	Represents Property/Casualty business of this legal entity.
000565	Underwriters at Lloyd's, London (IL)	Represents Property/Casualty business of this legal entity.
004093	Underwriters at Lloyd's, London (KY)	Represents Property/Casualty business of this legal entity.

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Press Releases

Date	Title
May 05, 2020	AM Best Downgrades Credit Ratings of AXIS Capital Holdings Limited and Its Operating Subsidiaries
Feb 26, 2020	AM Best Removes From Under Review and Downgrades Credit Ratings of Argo Group International Holdings, Ltd. and its Subsidiaries
Nov 27, 2019	AM Best Affirms Credit Ratings of Hiscox Ltd and Its Subsidiaries
Nov 21, 2019	AM Best Affirms Credit Ratings of Labuan Reinsurance (L) Ltd
Nov 21, 2019	AM Best Affirms Credit Ratings of Folgate Insurance Company Limited
Nov 20, 2019	AM Best Comments on Credit Ratings of Mitsui Sumitomo Ins. Co., Ltd. and Its US Subs., MS Amlin AG and Lloyd's Syndicate 2001
Oct 18, 2019	AM Best Removes From Under Review With Negative Implications, Affirms Credit Ratings of Canopius US Ins, Inc and Canopius Re Ltd
Sep 26, 2019	AM Best Affirms Credit Ratings of Lancashire Holdings Limited and Its Subsidiaries
Sep 26, 2019	AM Best Affirms Credit Ratings of Beazley's Lloyd's Syndicates and Beazley plc Subsidiaries

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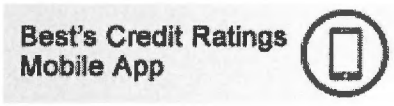

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AMB #: 012603 NAIC #: 22314 FEIN #: 160366830

Administrative Office
945 East Paces Ferry Road Suite 1800
Atlanta, Georgia 30326-1160
United States

Web: www.rsui.com
Phone: 404-231-2366
Fax: 404-231-3755
View Additional Address Information

AM Best Rating Unit: AMB #: 018621 - RSUI Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058309 - Alleghany Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Financial Size Category:	XIV ($1.5 Billion to $2 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 30, 2019
Initial Rating Date:	July 01, 2003

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 30, 2019
Initial Rating Date:	November 16, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Mariza Costa

Associate Director : Scott Mangan

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
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Press Release
AM Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
October 30, 2019

Rating History

AM Best has provided ratings & analysis on this company since 2003.

Financial Strength Rating

Effective Date	Rating

10/30/2019	A+
11/2/2018	A+
9/29/2017	A+
8/19/2016	A+
4/24/2015	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
10/30/2019	aa-
11/2/2018	aa-
9/29/2017	aa-
8/19/2016	aa-
4/24/2015	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019248	RSUI Group (CS)	Represents Property/Casualty business of this legal entity.
018621	RSUI Group (SG) **Rating Unit**	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

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Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

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View additional news, reports and products for this company.

Press Releases

Date	Title
Oct 30, 2019	AM Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
Nov 02, 2018	A.M. Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
Sep 29, 2017	A.M. Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
Aug 19, 2016	A.M. Best Upgrades Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
Apr 24, 2015	A.M. Best Affirms Ratings of Alleghany Corporation's RSUI Indemnity Company and Its Affiliates
Apr 02, 2014	A.M. Best Upgrades Ratings of Alleghany Corporation's RSUI Indemnity Company and Its Subsidiaries
Feb 28, 2013	A.M. Best Upgrades Issuer Credit Ratings of Transatlantic Holdings Inc. and Its Subsidiaries
Jun 10, 2011	A.M. Best Affirms Ratings of Alleghany Corporation and Its Subsidiaries

1 2 Page size: 10 14 items in 2 pages

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United Educators Insurance, a Reciprocal Risk Retention Group

AMB #: 010768 **NAIC #: 10020** **FEIN #: 030308423**

Administrative Office
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Bethesda, Maryland 20814
United States

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Phone: 301-907-4908
Fax: 301-907-4830
View Additional Address Information

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	IX ($250 Million to $500 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 25, 2019
Initial Rating Date:	June 15, 1998

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+

Outlook: Stable
Action: Affirmed
Effective Date: July 25, 2019
Initial Rating Date: May 29, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Janet Hernandez
Director: Michelle Baurkot
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
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Rating History

AM Best has provided ratings & analysis on this company since 1998.

Financial Strength Rating

Effective Date	Rating
7/25/2019	A
7/26/2018	A
6/28/2017	A
6/16/2016	A
6/9/2015	A

Long-Term Issuer Credit Rating

Effective Date	Rating
7/25/2019	a+
7/26/2018	a+
6/28/2017	a+
6/16/2016	a+
6/9/2015	a+

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Press Releases

Date	Title
May 24, 2010	A.M. Best Upgrades Issuer Credit Rating of United Educators Insurance

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XL Catlin Insurance Company UK Limited

AMB #: 077622 **AIIN #: AA1120049**

Mailing Address
2 George Yard
London EC3V 9DH,
United Kingdom

Web: www.xlcatlin.com
Phone: 44-020-7626-0486
Fax: 44-020-7623-9101
View Additional Address Information

AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 085085 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 12, 2019
Initial Rating Date:	March 23, 2005

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 12, 2019
Initial Rating Date:	March 23, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Dan Hofmeister, CFA, CAIA, CPCU, ARe

Associate Director : Mariza Costa

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Note: Credit Ratings on this company are European Union Endorsed

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Press Release
AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main P/C Subs; Withdraws Credit Ratings of XLIT Ltd. and XL Group Ltd
December 12, 2019

Rating History

AM Best has provided ratings & analysis on this company since 2005.

Financial Strength Rating

Effective Date	Rating
12/12/2019	A+
12/6/2018	A+
3/6/2018	A u
8/11/2017	A
8/3/2016	A
5/1/2015	A
1/9/2015	A u

Long-Term Issuer Credit Rating

Effective Date	Rating
12/12/2019	aa-
12/6/2018	aa-
3/6/2018	a+ u
8/11/2017	a+
8/3/2016	a+
5/1/2015	a
1/9/2015	a u

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

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View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 12, 2019	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main P/C Subs; Withdraws Credit Ratings of XLIT Ltd. and XL Group Ltd
Dec 06, 2018	AM Best Removes from Under Review, Upgrades Credit Ratings of XL Group Ltd, Its Main Property/Casualty Subsidiaries and XLIT Ltd
Mar 06, 2018	A.M. Best Places Credit Ratings of XL Group Ltd and Its Subsidiaries Under Review With Developing Implications
Aug 11, 2017	A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd.
Aug 03, 2016	A.M. Best Revises ICR Outlook to Stable for XL Group Ltd's Subsidiaries; Upgrades ICRs of Catlin Ins. Co. Ltd. and Subsidiaries
May 01, 2015	A.M. Best Removes From Under Review and Affirms Ratings of XL Group plc and its Subsidiaries
Jan 09, 2015	A.M. Best Places Ratings of Catlin Group Limited and Its Subsidiaries Under Review with Positive Implications
Aug 06, 2014	A.M. Best Affirms Ratings of Catlin Group Limited and Its Subsidiaries

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Hartford Fire Insurance Company

AMB #: 002231 NAIC #: 19682 FEIN #: 060383750

Domiciliary Address
One Hartford Plaza
Hartford, Connecticut 06155-0001
United States

Web: www.thehartford.com
Phone: 860-547-5000

AM Best Rating Unit: AMB #: 018217 - Hartford Insurance Pool

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058707 - Hartford Financial Services Group Inc is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 30, 2019
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: August 30, 2019
Initial Rating Date: July 14, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst: Ana Daley
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

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Press Release
AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs
August 30, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Effective Date	Rating
8/30/2019	A+

8/2/2018	A+
7/7/2017	A+
6/17/2016	A+
5/1/2015	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
8/30/2019	aa-
8/2/2018	aa-
7/7/2017	aa-
6/17/2016	aa-
5/1/2015	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087049	Hartford Fire Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Best's Credit & Financial Reports

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Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs
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Jul 07, 2017	A.M. Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
Jan 18, 2017	A.M. Best Removes From Under Review and Upgrades Credit Ratings of Maxum Indemnity Company and Maxum Casualty Insurance Company
Jan 03, 2017	A.M. Best Comments on Credit Ratings of The Hartford Financial Services Group Following Transaction with National Indemnity Co.
Jun 17, 2016	A.M. Best Affirms Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
Mar 18, 2016	A.M. Best Places Ratings of Members of the Maxum Specialty Insurance Group Under Review with Positive Implications
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General Reinsurance Corporation

AMB #: 002198 NAIC #: 22039 FEIN #: 132673100

Administrative Office
120 Long Ridge Road
Stamford, Connecticut 06902
United States

Web: www.genre.com
Phone: 203-328-5000
Fax: 203-328-6423
View Additional Address Information

AM Best Rating Unit: AMB #: 058383 - General Re Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	March 19, 2020
Initial Rating Date:	June 30, 1925

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	March 19, 2020
Initial Rating Date:	November 23, 2004

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Mariza Costa

Senior Director: Robert B. DeRose

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Press Release
AM Best Affirms Credit Ratings of General Reinsurance Corporation and Its Subsidiaries
March 19, 2020

Rating History

AM Best has provided ratings & analysis on this company since 1925.

Financial Strength Rating

Effective Date	Rating

3/19/2020	A++
3/29/2019	A++
1/26/2018	A++
12/21/2016	A++
10/28/2015	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
3/19/2020	aa+
3/29/2019	aa+
1/26/2018	aa+
12/21/2016	aa+
10/28/2015	aa+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087042	General Reinsurance Corporation CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

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Press Releases

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Mar 29, 2019	AM Best Affirms Credit Ratings of General Reinsurance Corporation and Its Subsidiaries
Jan 26, 2018	A.M. Best Affirms Credit Ratings of General Reinsurance Corporation and Its Subsidiaries
Dec 21, 2016	A.M. Best Affirms Credit Ratings of General Reinsurance Corporation and Its Subsidiaries
Dec 17, 2015	A.M. Best Withdraws Ratings of Faraday Reinsurance Co. Limited
Oct 28, 2015	A.M. Best Affirms Ratings of General Reinsurance Corporation and its Subsidiaries
Apr 30, 2015	A.M. Best Withdraws Ratings of Granada Insurance Company
Jun 17, 2014	A.M. Best Affirms Ratings of General Reinsurance Corporation and Its Subsidiaries
Jun 11, 2013	A.M. Best Affirms Ratings of General Reinsurance Corporation and Its Subsidiaries
Jan 15, 2013	A.M. Best Withdraws Ratings of Fairfield Insurance Company Due to Merger

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Markel Insurance Company

AMB #: 002699 NAIC #: 38970 FEIN #: 363101262

Administrative Office
4521 Highwoods Parkway
Glen Allen, Virginia 23060
United States

Web: www.markelcorp.com
Phone: 804-747-0136
Fax: 804-527-7905
View Additional Address Information

AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058405 - Markel Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 13, 2019
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit Rating View Definition

Long-Term: a+
Outlook: Stable
Action: Affirmed
Effective Date: December 13, 2019
Initial Rating Date: June 29, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst: Ana Daley
Director: Jennifer Marshall, CPCU, ARM
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
December 13, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1983.

Financial Strength Rating

Effective Date	Rating

12/13/2019	A
12/19/2018	A
12/20/2017	A
7/1/2016	A
5/15/2015	A

Long-Term Issuer Credit Rating

Effective Date	Rating
12/13/2019	a+
12/19/2018	a+
12/20/2017	a+
7/1/2016	a+
5/15/2015	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 13, 2019	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Dec 19, 2018	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Dec 20, 2017	A.M. Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Feb 03, 2017	A.M. Best Places Credit Ratings of SureTec Insurance Co. and SureTec Indemnity Co. Under Review with Positive Implications
Jul 01, 2016	A.M. Best Affirms Ratings of Markel Corporation and Its Subsidiaries
May 15, 2015	A.M. Best Upgrades Ratings of FirstComp Insurance Company, Affirms Markel Corporation and Other Affiliate Ratings
Mar 21, 2014	A.M. Best Affirms Ratings of Markel Corporation and Its Affiliates
Nov 13, 2012	A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries
Sep 07, 2011	A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries
Jul 20, 2010	A.M. Best Affirms Ratings of Markel Corporation & Its Domestic Subsidiaries; Downgrades Ratings of Deerfield Insurance Company

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American States Insurance Company

AMB #: 002287 NAIC #: 19704 FEIN #: 350145400

Administrative Office
175 Berkeley St.
Boston, Massachusetts 02116
United States

Web: www.safeco.com
Phone: 617-357-9500
Fax: 877-344-5107
View Additional Address Information

AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 30, 2019
Initial Rating Date:	June 30, 1930

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 30, 2019
Initial Rating Date:	May 03, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Elizabeth Blamble

Director: Jennifer Marshall, CPCU, ARM

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

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Press Release
AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
May 30, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1930.

Financial Strength Rating

Effective Date	Rating

5/30/2019	A
5/16/2018	A
3/8/2017	A
10/8/2015	A
9/24/2014	A

Long-Term Issuer Credit Rating

Effective Date	Rating
5/30/2019	a
5/16/2018	a
3/8/2017	a
10/8/2015	a
9/24/2014	a

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies.

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Press Releases

Date	Title
May 30, 2019	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
May 16, 2018	A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Mar 08, 2017	A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Oct 08, 2015	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Sep 24, 2014	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Aug 14, 2013	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jul 26, 2012	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 16, 2011	A.M. Best Revises Outlook to Stable for Liberty Mutual Holding Company Inc. and Its

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Western Surety Company

AMB #: 000974 NAIC #: 13188 FEIN #: 460204900

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018214 - Western Surety Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	XIV ($1.5 Billion to $2 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 11, 2019
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+
Outlook:	Stable
Action:	Upgraded
Effective Date:	July 11, 2019
Initial Rating Date:	June 21, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Ana Daley

Associate Director : Gregory Dickerson

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

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Press Release
AM Best Upgrades Issuer Credit Ratings of CNA Financial Corporation and Its Subsidiaries
July 11, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
7/11/2019	A
7/5/2018	A
6/14/2017	A

2/23/2016	A
12/16/2014	A

Long-Term Issuer Credit Rating

Effective Date	Rating
7/11/2019	a+
7/5/2018	a
6/14/2017	a
2/23/2016	a
12/16/2014	a

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019498	Western Surety Group (CS)	Represents Property/Casualty business of this legal entity.
018214	Western Surety Group (SG) **Rating Unit**	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

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Press Releases

Date	Title
Jul 11, 2019	AM Best Upgrades Issuer Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 05, 2018	A.M. Best Revises Issuer Credit Rating Outlook to Positive for CNA Financial Corporation and Its Subsidiaries
Jun 14, 2017	A.M. Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Feb 23, 2016	A.M. Best Affirms Ratings of CNA Financial Corporation and Its Subsidiaries; Assigns Rating to New Senior Notes
Dec 16, 2014	A.M. Best Affirms Ratings of CNA Financial Corporation and Its Subsidiaries
Dec 18, 2013	A.M. Best Affirms Ratings of Western Surety Company and Its Subsidiaries
Jan 11, 2013	A.M. Best Affirms Ratings of Western Surety Company and Its Subsidiaries
Apr 05, 2012	A.M. Best Affirms Ratings of Western Surety Group and Its Members
Feb 08, 2010	A.M. Best Affirms Ratings of CNA Surety Corporation and Its Subsidiaries
Dec 16, 2008	A.M. Best Affirms Ratings of CNA Surety Corporation and Its Subsidiaries

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ALLIANT Property Quote Proposal

Lawton Board of Education ID #8

2020 – 2021

Alliant Property Insurance Program (APIP)

Presented on June 4, 2020 by:

Robert Shearer
Executive Vice President

Monica Y. Krause
Account Manager

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2020 – July 1, 2021

EXECUTIVE SUMMARY

Attached please find the renewal summary of the Alliant Property Insurance Program (APIP) for the 2020-2021 period. An overview of the most significant issues concerning this years' renewal are discussed here.

The challenging market conditions that began in 2018 have worsened through the first half of 2020 and are expected to remain very difficult through the remainder of the year. Prior to the market change in 2018, the Property insurance market was in a "soft" cycle with record amounts of capacity entering the market in search of financial return. Historic natural catastrophe losses such as Hurricanes Harvey, Irma and Maria in 2017 and the California Wildfires in 2018 were key drivers of the shift in the market. These catastrophes along with increased attritional losses resulted in an unprofitable commercial insurance industry over the last several years. Lack of profitability resulted in carriers re-evaluating their books and seeking increased pricing while offering reduced terms and conditions. Rate increases were sought for most insureds in 2018 and 2019, but were more severe for insureds that experienced losses or had significant natural catastrophe exposure. This general trend has continued into early 2020; however, the market has recently become even more challenging due to the Coronavirus pandemic. As a result, insureds will continue to realize rate increases over expiring and, in many cases, a reduction in limits. Those insureds that have significant shock loss(es) or persistent attritional losses will experience even larger rate increases. In keeping with the programs' general history; however, we still expect overall rates to, in most cases, remain below that which can be achieved in the open market for similar coverage.

For the 2020/21 renewal, Lexington, Lloyd's and U.S. domestic underwriters will continue to provide coverage for the first $25,000,000 of the program. Excess limits up to $1,000,000,000 will be placed with London, Bermudian, European, and U.S domestic markets with all A.M. Best Rated at least A- VII. Insureds should note several key highlights for this year's renewal:

- Boiler & Machinery cover for participating insureds of the APIP Boiler Program will be maintained with Hartford Steam Boiler (HSB), who will also continue to perform required jurisdictional inspections.
- Cyber (Privacy Liability) Coverage for both 1st and 3rd parties from the Beazley Syndicate at Lloyd's, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be maintained. Additional excess options are available, if requested. **Please note claims reporting timeframe limitations for this coverage**
- Pollution Coverage for both 1st and 3rd parties from Interstate Fire & Casualty Insurance Company, A.M. Best Rated A+ XV, (for those eligible insureds) with coverage as outlined on the following proposal will be maintained. **Please note claims reporting timeframe limitations for this coverage**
- Vehicles/Contractor's Equipment – please note on the attached proposal whether the vehicle/contractors equipment valuation is Replacement Cost (new) or Actual Cash Value (ACV). If Replacement Cost (new) valuation is needed, the insured must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet) and vehicles must be valued at today's Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor's equipment valuation basis will be ACV

Alliant Business Services (ABS) continues to play a significant role not only in providing various types of loss control services, but also in providing appraisal services. For the program, property valuations continue to be a key focus. As a reminder, it is underwriters' intent to have all buildings with a scheduled value of $5,000,000 or more appraised once every seven years. This service is included in the total program cost. Insureds may also choose to have lower valued buildings appraised. The cost to have all, or specific buildings appraised that are valued on an insureds schedule between $25,000 and $5,000,000 will be quoted at the time the request is made.

Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature, once you authorize a request to bind coverage with your Alliant representative.

The following table depicts key financial statistics relative to last year:

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2020 – July 1, 2021

EXECUTIVE SUMMARY

Year-over-Year Rate and Premium Comparison

Lawton Board of Education ISD #8	2017-2018	2018-2019	2019-2020 (at 11/18/2019)	2020-2021	Variance
Total Insured Values:	$ 661,072,089	$ 666,433,894	$ 702,785,291	$ 701,802,980	-0.13%
Account Rate (per hundred dollars):	0.0886830	0.0968272	0.1131329	0.1387841	22.67%
Earthquake TIV:	$ 661,072,089	$ 666,433,894	$ 702,785,291	$ 701,802,980	-0.13%
Earthquake Limit:	$ 10,000,000	$ 10,000,000	$ 10,000,000	$ 10,000,000	0.00%
*Total Annual Cost:	$ 586,258.00	$ 645,289.00	$ 795,081.72	$ 973,990.98	22.50%

* TOTAL COST includes: all premiums (except Cyber BBR option, if purchased), underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

The following pages are coverage items currently under review with the APIP markets to be effective on July 1, 2020.

Thank you for your continued support of APIP. We look forward to working with you this next year. Please let us know if you have any questions about your renewal.

APIP Summary of Proposed Changes

Below is a summary of proposed changes for the 2020-2021 policy period as of May 19, 2020

Please refer to the red line strike out version of the master policy for full details

Coverage	2019-2020 Sub-limit Wording	2020-2021 Proposed Changes	Status
Automatic Acquisition	$25,000,000 Automatic Acquisition up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of $10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	$25,000,000 Automatic Acquisition up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of $10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of $2,500,000 for Tier 1 Wind Counties, Parishes and Independent Cities (as defined in the Policy). The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	Clarification
Communicable Disease	$500,000 Per Occurrence and Annual Aggregate per Named Insured for Communicable Disease subject to an APIP Porgram aggregate of $10,000,000 for all declarations combined except Hospital declarations.	Not Covered	Limitation
Unscheduled Infrastructure	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadway or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the Policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).	Limitation
ISO CAT Deductible when applicable	Per Occurrence for ISO CAT Losses (Excluding Flood and Earthquake) as defined by meeting the following trigger: ISO's Property Claims Service (PCS) declaration of a numbered catastrophic event.	Per Occurrence for CAT Losses (Excluding Flood and Earthquake) as defined by meeting the following trigger: Property Claims Service (PCS) declaration of a numbered catastrophic event.	Update
Storm Deductible when applicable	Per Occurrence for Storm	Per Occurrence for Windstorm	Clarification
Program Declarations	Twenty four declarations	Twenty six declarations	Update
Pollution Policy	Summary of Proposed changes is provided with the Pollution Proposal for those who request the coverage.		
Cyber Policy	Summary of Proposed changes is provided with the Cyber Proposal for those who request the coverage.		

MASTER POLICY FORM WORDING PROPOSED CHANGES

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Policy Period	July 1, 2019 to July 1,2020	July 1, 2020 to July 1,2021	Update
Section I, B Named Insured	Lessors and other part(ies) of interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.	Lessors interest in all property of every description covered hereunder are included herein as Insured's for their respective rights and interests, it being understood that the inclusion hereunder of more than one covered party shall not serve to increase the Company's limit of liability.	Update
Section I, E., 2. o. Unscheduled Infrastructure	Unscheduled infrastructure including but not limited to Tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets (including guardrails), sidewalks (including guardrails), culverts, channels, levees, dikes, berms, embankments, street lights, traffic signals, meters, roadway or highway fencing, and all similar property unless specific values for such items have been reported as part of a Named Insured(s) schedule of values held on file in the offices of Alliant Insurance Services, Inc. Unscheduled infrastructure coverage is excluded for the peril of Earthquake, and for Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters, providing said declaration provides funding for repairs;	*Refer to the redline version of the Policy for full details.* Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills, docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless specific values for……	Limitation
Section II, B. 4. Off Premises Service Interruption	It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to a Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) of this form.	It is understood and agreed that coverage under this Policy is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period of any suppliers furnishing incoming electricity, fuel, gas, water, steam or refrigeration or outgoing sewerage, heat light, power, telephone or similar services to a Named Insured's premises. The coverage provided by this clause is sub-limited to USD as per Declaration Page.	Clarification
Section II, B. 8. Building Laws	Included in first paragraph	Delete reference to "local or state"	Enhancement
Section II, B. 9. Demolition Cost	In the event of physical damage to property insured by a covered peril, this policy is extended to cover the cost of demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.	In the event of physical damage to property insured by a covered peril, this Policy is extended to cover the cost of, and the additional period of time required for, demolishing any undamaged portion of the covered property including the cost of clearing the site thereof, caused by loss from any covered peril(s) under this Policy and resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.	Enhancement

Master Policy Form Wording Proposed Changes Continued
PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section II, B.10. Increased Cost of Construction	In the event of physical damage to property insured by a covered peril, this Policy is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law including written guidelines used by the department of corrections in any state regulating……	Refer to the redline version of the Policy for full details. In the event of physical damage to property insured by a covered peril, this Policy is extended to cover the increased cost of, and the additional period of time required for repair or replacement caused by the enforcement of any ordinance or law (including written guidelines used by the department of corrections in any state) regulating…… Insurance under this section does not apply to: a. Costs associated with the enforcement of any ordinance or law which requires any Named Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or b. Loss due to any ordinance or law that: i. The Named Insured was required to comply with before the loss even if the building was undamaged; and ii. The Named Insured failed to comply with. The coverage provided by this clause is sub-limited to USD as per Declaration Page.	Enhancement /Clarification
Section II, B. 14 Transit	This policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy. The coverage provided by this clause is sub-limited to USD as per Declaration Page, and Section 1 (General Provisions) Clause E. of this form.	This Policy is extended to cover Personal Property of the Named Insured or property held by the Named Insured in trust or on commission or on consignment for which the Named Insured may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this Policy to the property insured occurring during the period of this Policy. Permission is hereby granted to the Named Insured without prejudice to this insurance to accept the ordinary Bill-of-Lading used by carriers, including released and/or under-valued Bill-of-Lading and/or Shipping or Messenger receipts; and the Named Insured may waive subrogation against railroads under side track agreements; and except as otherwise provided, the Named Insured shall not enter into any special agreement with carriers releasing them from their common law or statutory liability. This Policy also covers damage and loss of use: a. Occasioned by the acceptance by the Named Insured, Insured's agent, customer or consignee(s) or others of fraudulent Bill-of-Lading, Shipping or Messenger receipts; b. Obtained by fraud or deceit, perpetrated by any person(s) who may represent themselves to be the proper party or parties to receive the property for shipment or to accept it for delivery. The coverage provided by this clause is sub-limited to USD as per Declaration Page	Update

Master Policy Form Wording Proposed Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section II, B. 17 Protection and Preservation of Property	Last paragraph: Due to the unique nature of Health Care Facilities and Jails where it is deemed necessary to evacuate patients or inmates from the premises in order to reduce the physical loss potential from an actual or imminent loss or damage by a peril not excluded herein, all terms and conditions of this clause will apply to the expenses incurred as a result of the evacuation.	Due to the unique nature of Health Care Facilities, Education Facilities and Jails where it is deemed necessary to evacuate designated persons from the premises in order to reduce the physical loss potential from an actual or imminent loss or damage by a peril not excluded herein, the company will pay reasonable and necessary evacuation expenses incurred by the Named Insured. The following additional definitions apply to this Additional Time Element Coverage: a. Designated persons means: (1) Patients, residents and lawful occupants at a covered location, and/or (2) Those employees who are essential to implement the mandatory evacuation order at a covered location. b. Evacuation expenses means expenses incurred during the evacuation period to: (1) Transport designated persons to another location; (2) House and maintain designated persons at another location; (3) Return designated persons to the covered location or, if the covered location is not habitable, to a suitable alternative location.	Enhancement /Clarification
Section II, B. 19 Automatic Acquisition and Reporting Conditions	End of first paragraph: Additionally a sub-limit of $2,500,000 applies to Tier 1 wind counties, parishes and independent cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii.	End of first paragraph: Additionally, automatic coverage is granted for up to 60 days, subject to a sub-limit of $2,500,000 for additional property and/or interests in Tier 1 wind counties, parishes and independent cities.	Clarification
Section II, B. 21 Accidental Contamination	This Policy is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to Covered Property, including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the Covered Property to the same condition as existed prior to loss. The coverage provided is sub-limited to USD as per Declaration page. If such contamination or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this Policy. For the purposes of this Accidental Contamination clause only, the term "Covered Property", as covered by this Policy, is held to include Land (and Land Values) on which Covered Property is located whether or not the same are excluded by this Policy.	*Refer to the redline version of the Policy for full details* Coverage will be restricted to "cleanup, removal and disposal of the actual not suspected presence of Pollutants of Contaminant(s)." Pollutants or Contaminants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances listed in applicable environmental state, federal or foreign law or regulation, or as designated by the U.S. Environmental Protection Agency or similar applicable state or foreign governmental authority. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants or Contaminants does not include Fungus, Mold or Spore.	Limitation

Master Policy Form Wording Proposed Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section II, C. 2 Property Not Covered	Standing timber, bodies of water, growing crops.	Standing timber, growing crops, water, except water which is normally contained within any type of tank, piping system or other process equipment.	Update
Section II, C. 8 Property Not Covered	Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by the Named Insured.	Offshore property, oilrigs, underground mines, caverns, or underground storage facilities and their contents. Railroad track is excluded unless values have been reported by the Named Insured.	Update
Section III, B. 1 Ingress/Egress	This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 20 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.	This Policy is extended to insure the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property covered by this Policy is prevented. Coverage under this extension is subject to a 24-hour waiting period.	Pending
Section III, B. 2 Interruption by Civil Authority	This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at property located within a 20 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.	This Policy is extended to include the actual loss sustained by the Named Insured, as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by a covered peril(s) occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.	Pending
Section III, B. 3 Demolition and Increased Time to Rebuild	The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force	The Company shall, in the case of loss covered under this Policy, be liable also for loss to the interest covered by the Policy, occasioned by the enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures and in force	Enhancement

Master Policy Form Wording Proposed Changes Continued
PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section III, B. 5 Tax Revenue Interruption	First paragraph Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured caused by damage or destruction to property which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.	Except as hereinafter or heretofore excluded, this Policy insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the Named Insured as a result of physical damage to or destruction of property, by the perils insured against occurring during the policy period which is not operated by the Named Insured and which wholly or partially prevents the generation of revenue for the account of the Named Insured.	Clarification
Section IV, B. 2 Exclusions	Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.	Physical loss or damage by settling, cracking, shrinkage, bulging, or expansion of pavements, foundations, walls, floors, roofs or ceilings; all unless physical damage not otherwise excluded by this Policy ensues, in which event, this Policy will cover only such ensuing damage.	Limitation
Section IV, B. 21 Exclusions		*Addition of the following exclusion to the General Conditions section:* Lack of the following services: a. incoming electricity, fuel, gas, water, steam or refrigeration; b. outgoing sewerage; or c. incoming or outgoing telephone or similar services; all when caused by loss or damage to any property outside Insured Location(s). However, the above do not apply to OFF PREMISES SERVICE INTERRUPTION.	Update
Section IV, New J. No Benefit to Bailee		*Addition of the following item to the General Conditions:* NO BENEFIT TO BAILEE This Policy shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.	Update

Master Policy Form Wording Proposed Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section IV, L Arbitration of Value	n case the Named Insured and the Company shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the Named Insured or the Company such umpire shall be selected by judge of a court of record in the state in which the property covered is located. The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the Company shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.	If the Named Insured and the company fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Named Insured shall not be held to have waived any of its rights by any act relating to appraisal.	Clarification
Section IV, N. Settlement of Loss	.	*Addition of the following item to the General Conditions section:* SETTLEMENT OF LOSS All adjusted claims shall be paid or made good to the Named Insured within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the company. No loss shall be paid or made good if the Named Insured has collected the same from others	Update
Section IV, AG Service of Suit Clause (USA) Applicable to Excess Carriers	FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 (applicable to all markets except as noted below)	Lloyd's America Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017 in respect of Insurers identified in Security Details section as "Lloyd's Stamp:" followed by 4 digits. Mendes and Mount, 750 Seventh Avenue, New York, NY 10019-6829 are the nominee in respect of any non-Lloyd's participation on this Contract. Note: FLWA Service Corp, c/o Foley and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 are the nominee for CA (applicable to all markets except as noted XL Catlin Insurance Company UK Limited, LIRMA C7509: Sarah Mims, XL Global Services Inc, 505 Eagleview Boulevard, Exton, PA 19341	Update

Master Policy Form Wording Proposed Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section IV, AH. 5 Tier I Windstorm Counties	Tier 1 Windstorm Counties not listed in the Policy, but are a part of market agreement	Tier 1 Windstorm Counties now defined in the policy: Connecticut: Fairfield, Middlesex, New Haven, New London Delaware: Entire State, All Counties Maine: Cumberland, Hancock, Knox, Lincoln, Sagadahoc, Waldo, Washington, York Maryland: Anne Arundel, Baltimore, Baltimore City, Calvert, Cecil, Dorchester, Harford, Kent, Queen Anne's, St. Mary's, Somerset, Talbot, Wicomico, Worcester Massachusetts: Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk New Hampshire; Rockingham, Strafford New Jersey: Atlantic, Burlington, Cape May, Cumberland, Middlesex, Monmouth, Ocean, Salem, Union New York: Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk Rhode Island: Entire State, All Counties	Update
Section IV, AH. 6 Tier II Windstorm Counties	Tier 2 Windstorm Counties not listed in the Policy, but are a part of market agreement	Tier 2 Windstorm Counties now defined in the policy: Georgia: Brantley , Charlton, Effingham, Long, Wayne Louisiana: Acadia, Ascension, East Baton Rouge, Iberville, Jefferson Davis, Lafayette, St. Martin (North), Washington, West Baton Rouge Mississippi: George, Pearl River, Stone North Carolina: Bladen, Duplin, Gates, Hertford, Lenoir, Martin, Pitt South Carolina: Florence, Marion, Williamsburg Texas: Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Wharton	Update
Section V, D. 7. Special Conditions	Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.	Deleted in its entirety	Update
Section VIII, A. Coverage	This Policy insures only **Unmanned Aircraft,** that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:	This Policy insures against all risks of direct physical loss of or damage except as hereafter excluded occurring during the policy period to **Unmanned Aircraft,** that are usual to the Named Insured's business and that the Named Insured own or are required to insure, sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:	Clarification

Master Policy Form Wording Proposed Changes Continued

PLEASE REFER TO THE RED LINE STRIKE OUT VERSION OF THE MASTER POLICY FOR FULL DETAILS

Coverage	2019-2020	2020-2021	Status
Section IX General change		Added the word Covered before the word property throughout item 2	Clarification
Section IX, 6 Covered Property	Covered Property, as used in this Extension, means any property that:	Covered Property, as used in this Extension, means any property not otherwise excluded in this Policy that:	Clarification
Section IX, 10. D Conditions	In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risks policy that this Extension attaches to, the deductible to be applied to the total loss shall be the applicable Boiler & Machinery deductible.	In the event of an Accident to an Object as insured under this Extension that is concomitant with or followed by physical loss or damage incurred under the All Risk policy that this Extension attached to, the deductible to be applied to the total loss shall be the highest applicable deductible.	Clarification
Endorsement Section	Communicable Disease Endorsement 4	*Refer to the redline version of the Policy for full details.* The previous Endorsement 4 which granted coverage for Communicable Disease has been replaced with LMA5393 which excludes Communicable Disease	Limitation
Endorsement Section		*The following has been added to the Policy. Refer to the redline version of the Policy for full details.* Endorsement 5 – Property Cyber and Data Endorsement has been added to the policy. This Endorsement (LMA5400) is applicable only to capacity placed in the Lloyd's of London market and is a mandatory exclusion for all cyber. This exclusion extends to all damage (including ensuing physical damage) as a result of a malicious cyber act. Additionally, this endorsement restricts the valuation of Data processing Media to the cost of the media plus restoration from backup.	Limitation

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
PROPERTY PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

NAMED INSURED: Lawton Board of Education ISD #8

DECLARATION: 26-Schools 1

POLICY PERIOD: July 1, 2020 to July 1, 2021

COMPANIES: See Attached List of Companies

TOTAL INSURED VALUES: $ 701,802,980 as of June 04, 2020

ALL RISK COVERAGES & LIMITS:

$ 500,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
$ 10,000,000	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
Not Covered	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
Not Applicable	Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
$ 10,000,000	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
Not Covered	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
$ 50,000,000	Extra Expense.

ALL RISK COVERAGES & LIMITS: (continued)	$	25,000,000	Miscellaneous Unnamed Locations for existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
		180 Days	Extended Period of Indemnity
		See Policy Provisions	$25,000,000 Automatic Acquisition up to $100,000,000 or a Named Insured's Policy Limit of Liability if less than $100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of $10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sub-limit of $2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
	$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
	$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item.
	$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
	$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.
	$	2,500,000	Money & Securities for named perils only as referenced within the policy.
	$	2,500,000	Unscheduled Fine Arts.
	$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration.

ALL RISK COVERAGES & LIMITS: (continued)	$	750,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	$	25,000,000	Transit.
	$	2,500,000	Unscheduled Animals; not to exceed $50,000 per Animal, per Occurrence.
	$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Included	Per Occurrence for Off Premises Vehicle Physical Damage.
	$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.

ALL RISK COVERAGES & LIMITS: (continued)	$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $1,000,000 Per Occurrence – Per Policy Provisions.
	$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	$	1,000,000	Claims Preparation Expenses.
	$	50,000,000	Expediting Expenses.
	$	1,000,000	Personal Property Outside of the USA.
		Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
		Not Covered	for Communicable Disease.
	$	100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
	$	100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost or Actual Cash Value (ACV) as declared by each member. If not declared, valuation will default to Actual Cash Value (ACV)

EXCLUSIONS (Including but not limited to):

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

"ALL RISK" DEDUCTIBLE:	$	25,000	Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.
DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:	$	100,000	All Flood Zones Per Occurrence excluding Flood Zones A & V.
		Not Covered	Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES: (continued)		Not Applicable	for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.
	$	50,000	Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.
	$	1,000	Per Occurrence for Specially Trained Animals.
	$	500,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
	$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
	$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
		24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
		2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
	$	25,000	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.

Actual Cash Value		Contractor's Equipment/Vehicle Valuation Basis
$	25,000	Per Occurrence for Contractor's Equipment.
$	500,000	Per Occurrence for Hail.
$	500,000	Per Occurrence for Wind Damage.

SPECIAL TERMS 1: Gateway/Taft located at 1701 NW Taft, Lawton, OK is insured at Stated Value. Under no circumstance will we pay out more than the stated value reported, per the schedule on file

Stated Value per Schedule on File	Special Terms Limit
Same as All Risk	Special Terms Deductible

SPECIAL TERMS 2: Gateway/Taft Gym located at 1701 NW Taft, Lawton, OK is included at Stated Value. Under no circumsstance will we pay out more than the stated value reported, per the schedule on file

Stated Value per Schedule on File	Special Terms Limit
Same as All Risk	Special Terms Deductible

SPECIAL TERMS 3: Wilson Elementary School located at 102 NW 17th, Lawton, OK is insured at Stated Value. Under no circumstance will we pay out more than the stated value reported, per the schedule on file

Stated Value per Schedule on File	Special Terms Limit
Same as All Risk	Special Terms Deductible

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.

$	100,000,000	Per Named Insured Per Occurrence subject to $200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
$	25,000	Per Occurrence Deductible for Primary Terrorism.
$	600,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;
$	1,100,000,000	Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to;

$	1,400,000,000	Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
$	500,000	Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
	Included	Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Summary for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
	Included	Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage.

TERMS & CONDITIONS:

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 25% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 Days except 10 Days for non-payment of premium

	Annual Cost*
Total Property Premium:	$ 901,162.00
Excess Boiler:	$ 7,871.00
ABS Fee:	$ 10,416.00
SLT&F's (Estimate)	$ 54,541.98
Broker Fee:	$ 53,631.00
TOTAL COST †: (Including Taxes and Fees)	$ 1,027,621.98

*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment.

† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)

PRINT DATE: June 4, 2020

PROPOSAL VALID UNTIL: July 1, 2020

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Robert Shearer
Executive Vice President

Monica Y. Krause
Account Manager

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions could change. Changes will be documented and accompany the Binder Confirmation for July 1, 2020 bound terms.***
- ***Maximum All Risk limits estimated to bind between $500,000,000 and $1,000,000,000. If your All Risk limits are less than $500,000,000 they are not expected to change.***
- ***Major pending and approved changes to the APIP Program are described in the Executive***
- ***Summary for renewing insureds.***
- ***This indication is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***
- ***Please refer to Policy for specific terms, conditions and exclusions***
- ***Change in Total Insurable Values will result in adjustment in premium***
- ***Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc may increase the member average account rate***
- ***The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.***

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

BOILER & MACHINERY PROPOSAL

NAMED INSURED:	Lawton Board of Education ISD #8
POLICY PERIOD:	July 1, 2020 to July 1, 2021
COMPANIES:	See Attached List of Companies
TOTAL INSURED VALUES:	$ 701,802,980 as of June 4, 2020
STATUS/RATING:	See Attached List of Companies

COVERAGES & LIMITS:	$	100,000,000	Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
		Included	Jurisdictional and Inspections.
	$	10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
		Included	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
	$	10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
	$	2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
	$	10,000,000	Per Occurrence for Hazardous Substances / Pollutants / Decontamination.
		Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

NEWLY ACQUIRED LOCATIONS:	$ 25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding
VALUATION:	Repair or Replacement except Actual Loss sustained for all Time Element coverages	
EXCLUSIONS (Including but not limited to):	• Testing • Explosion, except for steam or centrifugal explosion • Explosion of gas or unconsumed fuel from furnace of the boiler	
OBJECTS EXCLUDED: (Including but not limited to):	• Insulating or refractory material • Buried Vessels or Piping	
NOTICE OF CANCELLATION:	90 days except 10 days for non-payment of premium	
DEDUCTIBLES:	$ 25,000	Except as shown for Specific Objects or Perils.
	$ 25,000	Electronic Data Processing Media.
	$ 25,000	Consequential Damage.
	$ 25,000	Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
	$ 50,000	Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
	$ 100,000	Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
	$ 250,000	Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
	$ 350,000	Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
	$ 10 per foot / $2,500 Minimum	Deep Water Wells.
	24 Hour Waiting Period	Utility Interruption.
	24 Hours	Business Interruption/Extra Expense Except as noted below.
	30 Days	Business Interruption - Revenue Bond.

5 x 100% of Daily Value	Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.
5 x 100% of Daily Value	Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

	Annual Cost
COST:	Cost is included on Property Proposal

PRINT DATE: June 4, 2020

PROPOSAL VALID UNTIL: July 1, 2020

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Robert Shearer
Executive Vice President

Monica Y. Krause
Account Manager

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions could change. Changes will be documented and accompany the Binder Confirmation for July 1, 2020 bound terms.***
- ***Major pending and approved changes to the APIP Program are described in the Executive***
- ***Summary for renewing insureds.***
- ***This indication is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***
- ***Please refer to Policy for specific terms, conditions and exclusions***
- ***Change in Total Insurable Values will result in adjustment in premium***
- ***Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc may increase the member average account rate***
- ***The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zones will be determined at the time of loss***

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

POLLUTION LIABILITY COVERAGE PROPOSAL

TYPE OF INSURANCE:	☒ Insurance ☐ Reinsurance
TYPE OF COVERAGE:	Claims Made and Reported Pollution Liability
PROGRAM:	**Alliant Property Insurance Program (APIP)**
NAMED INSURED:	Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.
POLICY PERIOD:	July 1, 2020 to July 1, 2021
RETROACTIVE DATE:	July 1, 2011 for existing insureds included on the 2011-2012 policy at inception; For all other insureds the retroactive date is the date of addition to the Program.
COMPANY:	Interstate Fire & Casualty Insurance Company
A.M. BEST INSURANCE RATING::	A+, Superior, Financial Category XV ($2 Billion or greater) Effective September 5, 2019
STANDARD & POORS RATING:	AA (Very Strong) *as of May 30, 2019*
ADMITTED STATUS:	Non-Admitted in all states
INSURED'S OWN SITES:	Per the following SOVs submitted and on file with carrier: 1. PEPIP DEC 1 – SOVs 2. PEPIP DEC 2 – SOVs 3. PEPIP DEC 3 – SOVs 4. PEPIP DEC 4 – SOVs 5. PEPIP DEC 5 – SOVs 6. PEPIP DEC 11 – SOVs 7. PEPIP DEC 12 – SOVs 8. PEPIP DEC 14 – SOVs 9. PEPIP DEC 19 – SOVs 10. PEPIP DEC 23 – SOVs 11. PEPIP DEC 24 – SOVs 12. PEPIP DEC 25 – SOVs 13. PEPIP DEC 26 – SOVs 14. PEPIP DEC 27 – SOVs 15. PEPIP DEC 28 – SOVs 16. PEPIP DEC 29 – SOVs 17. PEPIP DEC 30 – SOVs 18. PEPIP DEC 32 – SOVs (Excludes SPIP, except as endorsed) 19. PEPIP DEC 33 – SOVs 20. PEPIP DEC 34 – SOVs 21. PEPIP DEC 35 – SOVs
INSURED'S OWN SITES: CONTINUED	Covered locations include any real property owned, managed, leased, maintained or operated by the Insured at policy inception. Covered locations also include any subsurface potable water, wastewater or storm water pipes that are located within a one thousand (1,000) foot radius of such covered location as of policy inception.

COVERAGES & LIMITS:

$25,000,000	**Policy Program Aggregate (all insureds combined)**
$ 2,000,000	**Per Pollution Incident**
$ 2,000,000	**Per Named Insured Aggregate**
$ 2,000,000	**Per JPA/Pool Aggregate**

SUBLIMITS:

$ 500,000	Per Named Insured that is a K-12 School District Per Pollution Incident Microbial Matter Sublimit*
$ 500,000	Per Named Insured Aggregate that is a K-12 School District for Microbial Matter*
$ 100,000	Per Named Insured Per Pollution Incident Dedicated Legal Defense Sublimit*
$ 250,000	Per Named Insured Crisis Management Response Costs Sublimit
$ 500,000	Per Named Insured Crisis Management Response Costs Aggregate
$ 50,000	Per Named Insured Crisis Management Loss Sublimit

*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits and aggregate, which are in addition to the limits of liability.

EXTENDED REPORTING PERIOD:

For First Named Insured - To be determined at the time of election (additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium.

SPECIFIC COVERAGE PROVISIONS:

CLAIMS MADE AND REPORTED

Coverage A – Own Site Clean-up Costs:
Coverage for claims for clean-up costs resulting from a pollution condition on or under the insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs..

Coverage B – Off-Site Clean-Up Costs:
Coverage for third-party claims resulting from a pollution condition migrating from or through and beyond the boundaries of the Insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay for cleanup costs.

Coverage C – Third-Party Claims for Bodily Injury or Property Damage:
Coverage for third-party claims for bodily injury or property damage resulting from a pollution condition on, under or migrating from or through and beyond the boundaries of the Insured's own site that first commenced on or after the retro date, provided that the claim is first made and reported during the policy period and is legally obligated to pay.

SPECIFIC COVERAGE PROVISIONS (cont.):

Coverage D – Emergency Response Costs: Coverage for emergency response costs incurred by or on behalf of the Insured in response to a pollution condition on, under or migrating from or through and beyond the boundaries of an Insured's own site or arising from transportation or resulting from a covered operation, provided that the emergency response costs be incurred within one hundred sixty-eight (168) hours of the commencement of such pollution condition, and reported to the Insurer within fourteen (14) days of commencement of such a pollution condition.

Coverage E – Transportation: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by transportation that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.

Coverage F – Non-Owned Locations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition on, under or migrating from any non-owned location that first commenced on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay.

Coverage G – Covered Operations: Coverage for third-party claims for bodily injury, property damage, or clean-up costs resulting from a pollution condition caused by covered operations on or after the retro date, provided that the claim is first made and reported to the Insurer during the policy period and is legally obligated to pay. Covered operations are defined as any operations within the capacity of a public entity which are performed by or on behalf of a named insured outside the physical boundaries of a covered location. Covered operations do not include Transportation.

Coverage H – Business Interruption: Coverage for the Insured's business interruption expense and extra expense during the interruption period, caused directly by a pollution condition on or under the Insured's own site, on or after the retro date, provided such pollution condition results in clean-up costs covered under this policy, and the first-party claim is made and reported to the Insurer during the policy period.

Coverage I – Cyber Events: Coverage for third-party claims for bodily injury, property damage or clean-up costs resulting from a pollution condition arising from a cyber event, provided that the claim is first made and reported to the Insurer during the policy period.

A Cyber Event is defined as any unauthorized processing of data by an Insured; any breach of laws and infringement of regulations pertaining to the maintenance, or protection of data; and any network security failure in any system or device leased, owned, operated or lost by or which is made available or accessible to the Insured for the purpose of processing data. Insured must take reasonable precautions to prevent or cease any activity which may result in a claim, and take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

SPECIFIC COVERAGE PROVISIONS (cont.):

Coverage for crisis management response costs (including medical expenses, funeral expenses, psychological counseling, travel expenses temporary living expenses, expenses to secure the scene of a crisis management event) included, provided that the costs have been pre-approved by the insurer and are associated with damages that would be covered by this policy.

Supplemental coverage for Products Pollution is included for potable, reclaimed and recycled water processed at any covered location that is also a potable water or wastewater treatment plant. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. **The Insured's product must have been** manufactured, sold, handled or distributed on or after the retro date and the clean-up costs, bodily injury or property damage must be unexpected and unintended from the standpoint of the Insured. Coverage of lead contamination of potable water is excluded.

All Named Insureds scheduled on this policy have the same rights as the First Named Insured (except for those rights specifically reserved to the first named insured); this includes any member of a pool or Joint Powers Authority specifically scheduled onto this policy.

Automatic Acquisition – Coverage for mid-term transactions for values that are less than $25,000,000 shall be added as a covered location, upon the closing date of such acquisition, or the effective date of such lease, management, operation or maintenance right or obligation, respectively, for no additional premium, automatically.

Property valued at more than $25,000,000 but less than $100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer within 180 days, along with two (2) years of currently valued property loss runs and shall be added as a covered location upon the closing date of such acquisition for an additional premium.

Property valued at more than $100,000,000, purchased, leased or otherwise acquired by the Insured needs to be reported to the Insurer immediately, along with two (2) years of currently valued property loss runs. Additional premium applies. For acquired locations that have underground storage tanks, the Insured must determine that all operational underground storage tanks are in material compliance with all applicable environmental laws and regulations and must obtain the most recent tank tightness testing or leak detection data conducted within sixty (60) days prior to the effective date that the Insured acquires or leases the subject location.

Illicit Abandonment is included in the definition of pollution condition.

Microbial matter and legionella pneumophila are included in the definition of Pollutant. Microbial matter is defined as mold, mildew and fungi, whether or not such microbial matter is living.

Defense Costs and Expenses are within Limits of Liability.

SPECIFIC COVERAGE PROVISIONS (cont.):

The insurance afforded by this Policy shall apply as primary to any other valid, collectible insurance, with the exception of the following: policies specifically written to be in excess of this policy, any stand-alone pollution insurance purchased by a named insured, losses due to or associated with products pollution, any tank fund, or any loss arising in whole or in part due to microbial matter or legionella pneumophila.

Blanket Underground Storage Tank coverage included, with a self-insured retention of $750,000. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess. Under such primary insurance policy shall erode the $750,000 per pollution condition self-insured retention.

Blanket Coverage included for Non-Owned Locations. Includes any transfer, storage, treatment or disposal facilities which are used by the Insured, but not owned or operated by the Insured, provided that:

- The waste materials are generated from the Insured's own site, transportation, or covered operations;
- The transfer, storage, treatment or disposal facility is properly licensed and permitted to accept and dispose of such waste and has not filed for bankruptcy as of the date of the transfer, storage, treatment or disposal of such waste;
- The transfer, storage, treatment or disposal facility is not listed or proposed to be listed on the Federal National Priorities List, or any equivalent state or local list as of policy inception.

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Asbestos and Lead Based Paint – *This exclusion does not apply to claims for bodily injury or property damage, or clean-up costs for the remediation of soil, surface water, or groundwater, or clean-up costs that arise out of the inadvertent disturbance of asbestos or asbestos containing materials or lead-based paint.*
- Contractual Liability – *Does not apply liability that the Insured would have had in the absence of the contract or agreement, or the contract or agreement is an insured contract.*
- Employer Liability
- Criminal fines, penalties or assessments
- Internal Expenses - *Does not apply internal expenses incurred in response to emergency response costs, or pursuant to environmental laws that require immediate remediation of a pollution condition.*
- Insured vs. Insured

EXCLUSIONS (including but not limited to, cont.):

Coverage does not apply to any claim or loss from:

- Intentional Noncompliance – *does not apply to noncompliance based upon the Insured's good faith reliance upon the written advice of qualified outside counsel received in advance of such noncompliance, or the insured's reasonable response to mitigate a pollution condition or loss, provided that such circumstances are reported in writing to the Insurer within three (3) days of commencement.*
- Virus and Communicable Disease
- Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products – *includes any precursors, additives, daughter compounds or degradation by-products.*
- Prior Knowledge / Non-Disclosure
- Known Claims
- Landfills, Recycling Facilities, or Oil and/or Gas Producing or Refining Facilities
- Ports – *Defined as an Insured's own site on the coast or any other body of water where ships or watercraft can dock and transfer cargo to or from land and engages in the business of importing/exporting of goods.*
- Airports – *Defined as an Insured's own site whereby enplanement occurs and/or cargo is moved for a fee and the following operations are conducted: storage, transportation and dispensing of fuel and/or de-icing solutions.*
- Change in Intended Use or Operation – *Loss arising from a material change in use or operations. For purposes of determining whether a change is material, any change in use that results in more stringent remediation standards than those imposed on the insured's own site at the effective date of the period of insurance shall be considered material. This exclusion does not apply to covered operations that are performed with respect to uses and operations that are within the capacity of a public entity.*
- Professional Liability
- Regulatory Compliance – *Does not apply to any such non-compliance that occurs subsequent to release from a covered underground storage tank.*
- Cyber Event – *Does not apply to losses covered by the Cyber Event coverage in this policy.*
- Work Product – *Does not apply to covered operations.*
- Sewage Backup – *Does not apply to an Insured's own site.*
- Nuclear fuel, assemblies and components
- Offshore operations
- Property Damage to Conveyances – *does not apply to loss or claims arising from the Insured's negligence*
- Workers Compensation
- Lead Contaminated Water
- War

RETENTION:	$150,000	Per Pollution Incident retention except for specific retentions below
	$450,000	Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below
	$ 50,000	Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below
	5 Days	Waiting Period for Business Interruption
SPECIFIC RETENTION:	$250,000	Per Named Insured retention applicable to microbial matter for K-12 school districts only – *does not erode the Aggregate retention*
	$750,000	Underground Storage Tanks Specific – *does not erode the Aggregate retention*

CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

1) Allianz Global Corporate & Specialty
Attn: FNOL Claims Unit
1 Progress Point Parkway, 2nd Floor
O'Fallon, MO 63368
In emergency, call: (800) 558-1606
Fax: (800) 323-6450
Email: NewLoss@agcs.allianz.com
Online Claims Reporting form available at:
www.agcs.allianz.com/global-offices/united-states

2) Akbar Sharif
Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
949 260-5088
949 756-2713 – fax
Akbar.Sharif@alliant.com

NOTICE OF CANCELLATION:	90 days except 10 days for non-payment of premium
REINSTATEMENT PROVISIONS:	Not Provided.
POLLUTION LIABILITY COST:	Cost is included in Total Property Premium 25% Earned Premium at Inception; deemed 100% fully earned in the event of claim or loss
QUOTE VALID UNTIL:	July 1, 2020
BROKER:	**ALLIANT INSURANCE SERVICES, INC.** **License No. 0C36861**

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions could change. Changes will be documented and accompany the Binder Confirmation for July 1, 2020 bound terms***
- ***Major pending and approved changes to the APIP Pollution Program are described below in the Summary of Proposed Changes***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Summary are subject to the terms and conditions set forth in the policy***
- ***Please refer to Policy for specific terms, conditions and exclusions***
- ***Change in Total Insurable Values will result in adjustment in premium***

Policyholder Information
Environmental Emergency Response and Claim Investigation Services

(RETAIN FOR YOUR RECORDS)

Please read the information below, the Coverage Form and all attached endorsements in their entirety. If you have any questions, please contact your broker.

FOR EMERGENCY RESPONSE TO ENVIRONMENTAL INCIDENTS

As part of our commitment to customer service Allianz Global Corporate & Specialty (Allianz) has named HETI as an approved provider of environmental emergency response and claim investigation services to our insureds.

HETI is a full-service environmental company founded in 1986. Their staff of environmental engineers, industrial hygienists, geologists, hydrogeologists and remedial experts has developed specific expertise in environmental incidents.

As an Allianz insured, you can call on **HETI** twenty-four hours a day, seven days a week for emergency response services for environmental incidents.

HETI's 24/7, toll-free, emergency response hotline number is:

(1-800-347-HETI)

HETI can also respond to your questions about regulatory reporting issues/requirements, spill containment and remediation techniques. HETI will contact you directly with additional information.

ALWAYS REPORT THE INCIDENT TO US AND YOUR AGENT OR BROKER

In the event of any incident that may be covered under this policy, whether or not the HETI has been contacted, the incident should be reported to us by phone or email as soon as practicable by phone or email.

Phone: 1-800-557-1606
Email: NewLoss@agcs.allianz.com

REFER TO THE CLAIM AND NOTICE REQUIREMENTS WITHIN THE CONDITIONS OF YOUR POLICY WITH RESPECT TO ANY POLLUTION CONDITION THAT MAY RESULT IN A CLAIM.

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2020-2021 POLICY TERM

Coverage	2019-2020	2020-2021 Proposed Changes	Status
Pollution Liability Policy Term	July 1, 2018 to July 1,2019	July 1, 2020 to July 1,2021	Update
Sub-limits:	$ 500,000 Per Named Insured that is a K-12 School District Per Pollution Incident Microbial Matter Sub-limit* $ 500,000 Per Named Insured Aggregate that is a K-12 School District for Microbial Matter* $ 100,000 Per Named Insured Per Pollution Incident Dedicated Legal Defense Sub-limit* $ 250,000 Per Named Insured Crisis Management Response Costs Sub-limit $ 50,000 Per Named Insured Crisis Management Loss Sub-limit *Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.	$ 500,000 Per Named Insured that is a K-12 School District Per Pollution Incident Microbial Matter Sub-limit* $ 500,000 Per Named Insured Aggregate that is a K-12 School District for Microbial Matter* $ 100,000 Per Named Insured Per Pollution Incident Dedicated Legal Defense Sub-limit* $ 250,000 Per Named Insured Crisis Management Response Costs Sub-limit $ 500,000 Per Named Insured Crisis Management Response Costs Aggregate $ 50,000 Per Named Insured Crisis Management Loss Sub-limit *Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability, with the exception of the Crisis Management sub-limits and aggregate, which are in addition to the limits of liability.	Enhancement
Other Insurance	The insurance afforded by this Policy shall apply as primary to any other valid, collectible insurance, with the exception of the following: policies specifically written to be in excess of this policy, losses due to or associated with products pollution, any tank fund, or any loss arising in whole or in part to microbial matter or legionella pneumophila.	The insurance afforded by this Policy shall apply as primary to any other valid, collectible insurance, with the exception of the following: policies specifically written to be in excess of this policy, any stand-alone pollution insurance purchased by a named insured, losses due to or associated with products pollution, any tank fund, or any loss arising in whole or in part due to microbial matter or legionella pneumophila.	Update

SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2020-2021 POLICY TERM

Coverage	2019-2020	2020-2021 Proposed Changes	Status
Exclusions:	*Not Excluded*	Virus and Communicable Disease	Update
	Not Excluded	Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and Related Chemicals or Products – *includes any precursors, additives, daughter compounds or degradation by-products.*	Update
Retention:	$ 100,000 Per Pollution Incident retention except for specific retentions below $ 300,000 Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below $ 50,000 Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below 5 days Waiting Period for Business Interruption	$ 150,000 Per Pollution Incident retention except for specific retentions below $ 450,000 Per Named Insured Aggregate retention applicable to all Pollution Incidents except for specific retentions below $ 50,000 Per Named Insured maintenance retention applicable to all Pollution Incidents except for specific retentions below 5 days Waiting Period for Business Interruption	Update
Minimum Earned Premium	25% Earned Premium at Inception	25% Earned Premium at Inception; deemed 100% fully earned in the event of claim or loss	Enhancement

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

CYBER INSURANCE SUMMARY PROPOSAL
CORE COVERAGE

TYPE OF COVERAGE:	Information Security & Privacy Insurance with Electronic Media Liability Coverage
PROGRAM:	**Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**
NAMED INSURED:	Any member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s), attaching to each Declaration insured under the ALLIANT PROPERTY INSURANCE PROGRAM (APIP), inclusive of PUBLIC ENTITY PROPERTY INSURANCE PROGRAM (PEPIP) and HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP) as their respective rights and interests may appear which now exist or which hereafter may be created or acquired and which are owned, financially controlled or actively managed by the herein named interest, all jointly, severally or in any combination of their interests, for account of whom it may concern (all hereinafter referred to as Member(s) / Entity(ies).
DECLARATION:	Various Declarations as on file with Insurer
POLICY PERIOD:	July 1, 2020 to July 1, 2021
POLICY #:	TBD
TERRITORY:	WORLD-WIDE
RETROACTIVE DATE:	**APIP/PEPIP** *For new members – the retro active date will be the date of addition* July 1, 2020 For existing members included on the July 1, 2020/21 policy July 1, 2019 For existing members included on the July 1, 2019/20 policy July 1, 2018 For existing members included on the July 1, 2018/19 policy July 1, 2017 For existing members included on the July 1, 2017/18 policy July 1, 2016 For existing members included on the July 1, 2016/17 policy July 1, 2015 For existing members included on the July 1, 2015/16 policy July 1, 2014 For existing members included on the July 1, 2014/15 policy July 1, 2013 For existing members included on the July 1, 2013/14 policy July 1, 2012 For existing members included on the July 1, 2012/13 policy July 1, 2011 For existing members included on the July 1, 2011/12 policy July 1, 2010 For existing members included on the July 1, 2010/11 policy **CSU** July 1, 2008 California State University and CSU Auxiliary Organizations
INSURER:	Lloyd's of London - Beazley Syndicate: Syndicates 2623 - 623 - 100%

COVERAGES & LIMITS:	**Ai.**	$	25,000,000	**Annual Policy and Program Aggregate Limit of Liability** (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following limits and sub-limits as noted.
	Aii.	$	2,000,000	**Insured/Member Annual Aggregate Limit of Liability** (subject to policy exclusions) for each Insured/Member, within the Annual Policy and Program Aggregate Limit of Liability (Aggregate for all coverages combined, including Claim Expenses) subject to the following limits and sub-limits as noted.
BREACH RESPONSE				
Breach Response Costs:		$	500,000	**Aggregate Limit of Liability** for each Insured/Member (Limit is increased to $1,000,000 if Beazley Nominated Services Providers are used)
FIRST PARTY LOSS				
Business Interruption Loss Resulting from Security Breach:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member
Business Interruption Loss Resulting from System Failure:		$	500,000	**Aggregate Limit of Liability** for each Insured/Member
Dependent Business Loss Resulting from Security Breach:		$	750,000	**Aggregate Limit of Liability** for each Insured/Member
Dependent Business Loss Resulting from System Failure:		$	100,000	**Aggregate Limit of Liability** for each Insured/Member
Cyber Extortion Loss:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member
Data Recovery Costs:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member
LIABILITY				
Data & Network Liability:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses
Regulatory Defense & Penalties:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member
Payment Card Liabilities & Costs:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member
Media Liability:		$	2,000,000	**Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses

eCRIME			
Fraudulent Instruction:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
Funds Transfer Fraud:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
Telephone Fraud:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
CRIMINAL REWARD			
Criminal Reward:	$	25,000	**Aggregate Limit of Liability** for each Insured/Member
COVERAGE ENDORSEMENT(S)			
Reputation Loss:	$	50,000	**Aggregate Limit of Liability** for each Insured/Member
Claims Preparation Costs for Reputation Loss Claims Only:	$	50,000	**Aggregate Limit of Liability** for each Insured/Member
Computer Hardware Replacement Costs:	$	75,000	**Aggregate Limit of Liability** for each Insured/Member
Invoice Manipulation:	$	100,000	**Aggregate Limit of Liability** for each Insured/Member
Cryptojacking:	$	25,000	**Aggregate Limit of Liability** for each Insured/Member

RETENTION:	$	25,000	CSU Auxiliary Organizations only
	$	50,000	Per Claim or Incident for each Insured/Member with TIV up to $500,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss
	$	100,000	Per Claim or Incident for each Insured/Member with TIV greater than $500,000,000 at the time of policy inception
		8	Hour waiting period for Dependent/Business Interruption Loss

**Each Insured/Member with TIVs below $262,500,000 will have the option to buy-down the retention from $50,000 to $5,000 with an additional premium of $2,500 per Insured/Member. JPAs/Pools and members with larger TIVs may request a quote for a retention buy down option, quotes will be provided on a case by case basis.*

NOTICES:

Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured/Member and reported to underwriters during the policy period. Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

This is a shared limit policy among the Named Insureds. The per Insured/Member policy limits are on a per claim or incident for each Insured/Member basis, sub-limits listed are aggregated per Insured/Member and are within the total Insured/Member aggregate limit. In the event of a claim/incident with multiple Insureds/Members exhausting the program aggregate limit provided by the Insurer to Insureds/Members, payment to all Insureds/Members for the claim/incident will be determined by the Insurer. Where coverages are aggregated, sub-limit and limits apply to all Insureds/Members for the entire Policy Period unless specifically stated otherwise. The policy aggregate limit is not a per Insured/Member maximum limit.

EXTENDED REPORTING PERIOD:

For Named Insured - To be determined at the time of election (additional premium will apply)

SPECIFIC COVERAGE PROVISIONS:

A. **Breach Response** indemnifies the Insured/Member for Breach Response Costs incurred by the Insured/Member because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

B. **First Party Loss**

Business Interruption Loss indemnifies the Insured/Member for a Business Interruption Loss sustained as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

Dependent Business Interruption Loss indemnifies the Insured/Member for a Dependent Business Interruption Loss sustained as a result of a Security Breach or a System Failure that the Insured first discover during the Policy Period.

Cyber Extortion Loss indemnifies the Insured/Member for a Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured/Member during the Policy Period.

Data Recovery Costs indemnifies the Insured/Member for Data Recovery Costs incurred as a direct result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

C. **Liability**

Data & Network Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for a Data Breach, a Security Breach, the Insured's failure to disclose a Data Breach or Security Breach, or failure of the Insured to comply with the part of a Privacy Policy that specifically is related to disclosure, access or procedures related to Personally Identifiable Information.

Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Payment Card Liabilities & Costs indemnifies the Insured/Member for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

Media Liability pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for electronic Media Liability.

D. **eCrime** indemnifies the Insured/Member for any direct financial loss sustained resulting from:

- *Fraudulent Instruction*
- *Funds Transfer Fraud*
- *Telephone Fraud*

That the Insured first discovers during the Policy Period.

E. **Criminal Reward** indemnifies the Insured/Member for Criminal Reward Funds.

Coverage Endorsement(s)

Reputational Loss indemnifies the Insured Organization for Reputation Loss that the Insured Organization sustains solely as a result of an Adverse Media Event that occurs during the Policy Period, concerning: a Data Breach, Security Breach, or Extortion Threat that the Insured first discovers during the Policy Period

Computer Hardware Replacement Costs indemnifies the Insured Organization for reasonable and necessary expenses incurred by the Insured Organization during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the Insured Organization would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred; which includes reasonable and necessary expenses incurred by the Insured Organization to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the Insured Organization that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a Security Breach.

Invoice Manipulation indemnifies the Insured Organization for Direct Net Loss resulting directly from the Insured Organization's inability to collect Payment for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of Invoice Manipulation that the Insured first discovers during the Policy Period. Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a Security Breach or a Data Breach.

Cryptojacking indemnifies the Insured Organization for any direct financial loss sustained resulting from Cryptojacking that the Insured first discovers during the Policy Period. Cryptojacking means the Unauthorized Access or Use of Computer Systems to mine for Digital Currency that directly results in additional costs incurred by the Insured Organization for electricity, natural gas, oil, or internet.

EXCLUSIONS:
(Including but not limited to)

Coverage does not apply to any claim or loss from:

- Bodily Injury or Property Damage
- Trade Practices and Antitrust
- Gathering or Distribution of Information
- Prior Known Acts & Prior Noticed Claims
- Racketeering, Benefit Plans, Employment Liability & Discrimination
- Sale or Ownership of Securities & Violation of Securities Laws
- Criminal, Intentional of Fraudulent Acts
- Patent, Software Copyright, Misappropriation of Information
- Governmental Actions
- Other Insureds & Related Enterprises
- Trading Losses, Loss of Money & Discounts
- Media-Related Exposures – Contractual liability or obligation
- Nuclear Incident
- Radioactive Contamination
- First Party Loss – with respects: 1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority; 2. costs or expenses incurred by the Insured to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat; 3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the Insured Organization's direct operational control; or 4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

NOTICE OF CLAIM:	• IMMEDIATE NOTICE must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies) • Claim notification under this policy is to: Beazley Group Attn: TMB Claims Group 1270 Avenue of the Americas New York, NY 10020 tmbclaims@beazley.com

NOTICE OF CANCELLATION:	10 days for non-payment of premium
CYBER COST:	Cost is included in Total Property Premium Premium is pro-rata as of July 1, 2020
OTHER SERVICES	Unlimited Access to Beazley Breach Solutions website
BROKER:	ALLIANT INSURANCE SERVICES, INC. License No. 0C36861

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions could change. Changes will be documented and accompany the Binder Confirmation for July 1, 2020 bound terms***
- ***Major pending and approved changes to the APIP Cyber Program are described below in the Summary of Proposed Changes***
- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ***Coverage outlined in this Summary are subject to the terms and conditions set forth in the policy***
- ***Please refer to Policy for specific terms, conditions and exclusions***
- ***Change in Total Insurable Values will result in adjustment in premium***

SUMMARY OF CYBER INSURANCE CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2020-2021 POLICY TERM

Coverage	2019-2020	2020-2021 Proposed Changes	Status
Claims Preparation Costs for Reputation Loss Claims Only	N/A	$50,000	New Coverage
Cryptojacking	N/A	$25,000	New Coverage
Reinstatement Option	125% of Total Annual Program Premium	Not offered	Option Removed
Reputation Loss	Consequential reputational loss coverage for Data Breach and Security Breach	Expanded to include additional perils, replaced consequential reputational loss coverage	Enhancement

SURPLUS LINES DISCLOSURE

OKLAHOMA

SURPLUS LINES CONTRACTS ARE NOT SUBJECT TO THE PROTECTION OF ANY GUARANTY ASSOCIATION IN THE EVENT OF LIQUIDATION OR RECEIVERSHIP OF THE INSURER.

ALLIANT PROPERTY INSURANCE PROGRAM

2020-2021

NAMED INSURED SCHEDULE
AS OF 06/04/2020

THE NAMED INSURED IS:

Lawton Board of Education ISD #8
753 NW Ft Still Blvd
Lawton, OK 73502

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

(1) Giving notice of cancellation,
(2) Giving instructions for changes in the Policy and accepting changes in this Policy
(3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

NAMED INSURED MEMBER(S):

Lawton Board of Education ISD #8

Alliant

ALLIANT INSURANCE SERVICES

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

June 4, 2020

Named Insured: **Lawton Board of Education ISD #8**

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance. The below is for TRIA coverage as issued by the United States of America and is not tied to or representative of the Terrorism coverage offered in our property insurance program.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* **The term "act of terrorism" means any act** or acts that are certified by the Secretary of the Treasury--in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS, WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES [85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020]OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE CAN BE REQUESTED BELOW AND WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

SELECTION OR REJECTION OF THE TERRORISM RISK INSURANCE ACT, as AMENDED (A.K.A.: TRIA, TRIEA, TRIPRA, TRIP OR TRIPA. We refer to these collectively as "TRIA".)

THIS COVERAGE IS OUTSIDE OF THE PROGRAM'S TERRORISM COVERAGES AND LIMITS. IT IS PROVIDED AND OVERSEEN BY THE U.S. GOVERNMENT.

THIS COVERAGE IS CONSIDERED RESTRICTIVE COMPARED TO THE APIP TERRORISM LIMITS AND COVERAGES AVAILABLE. THIS ACT DOES NOT FOLLOW OUR PROGRAM'S TERRORISM POLICIES.

HOWEVER IF YOU'D LIKE A QUOTE FOR TRIA COVERAGE, PLEASE CHECK THE "I AM INTERESTED" BOX. OTHERWISE, PLEASE CHECK THE "DECLINE" BOX. YOUR SIGNATURE FOR CONFIRMATION OF RECEIPT IS REQUIRED. ANY QUESTIONS? PLEASE CALL YOUR SERVICE TEAM MEMBER.

	I am interested in receiving a quote for Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act. Please provide me with a quote.
	I hereby decline to purchase Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act.

_____
Policyholder/applicant signature

_____ _____
Print Name Date

Lawton Board of Education ISD #8

Disclosures / Disclaimers

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by your organization. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this AmBest Consumer Web link. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers Cont.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

Coverages, limits, sub-limits, terms and conditions could change. All changes will be advised prior to binding and accompany the Binder Confirmation for July 1, 2020 bound terms.

Binding Requirements Recap

Required no later than June 28, 2020:

- Signed and dated Request to Bind Coverage form (below)
- Signed and dated Surplus Lines forms as required by your state and attached to this proposal*
- Signed and dated APIP Claims Reporting Acknowledgement(s) Receipt Form
- Signed and dated Terrorism Risk Insurance ACT of 2002 as amended (a.k.a. TRIPRA 2015)

*- only required for coverage in the following states: AR, CA, CT, FL, KS, MA, MT, NE, NY, NC, ND, OH, RI, WV, WY

Request to Bind Coverage

Lawton Board of Education ISD #8

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers, disclosures, and loss notification requirements including exposures used to develop insurance terms, contained within this proposal.

_____ _____

Signature of Authorized Insured Representative **Date**

_____

Title

_____

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

LOSS NOTIFICATION REQUIREMENT

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA Senior Vice President, Regional Claims Director Voice: (415) 403-1445 Cell: (415) 518-8490 Email: rfrey@alliant.com	Diana L. Walizada, AIC, CPIW, RPA, AINS Vice President, Claims Unit Manager Voice:(415)403-1453 Email: dwalizada@alliant.com
Address:	Alliant Insurance Services, Inc. 100 Pine St, 11th Floor San Francisco CA 94111 Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

II. **Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:**

Address:	Sandra Doig **McLaren's Global Claims Services** 1301 Dove St., Suite 200 Newport Beach, CA 92660 Voice: (949) 757-1413 Fax: (949) 757-1692 Email: sandra.doig@mclarens.com

III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Address:	Beth Diamond Beazley Group **1270 Avenue of the America's, Suite 1200** New York, NY 10020 Fax: (546) 378-4039 Email: tmbclaims@beazley.com
Address:	Elaine G. Tizon, CISR Assistant Vice President, Claims Advocate 100 Pine Street, 11th Floor San Francisco, CA 94111-5101 Voice: (415) 403-1458 Fax: (415) 403-1466 Email: elaine.tizon@alliant.com

IV. Pollution Liability Carrier Allianz Global Corporate & Specialty (if purchased):

Address:	Allianz Global Corp. & Specialty Att: FNOL Claims Unit 1 Progress Point Parkway, 2nd Floor **O'Fallon, MO 63368** In emergency call: (800) 558-1606 Fax: (800) 323-6450 Email: NewLoss@agcs.allianz.com
Address:	Akbar Sharif Claims Advocate 1301 Dove St. Ste. 200 Newport Beach, CA 92646 Voice: (949) 260-5088 Fax: (415) 403-1466 Email: Akbar.Sharif@alliant.com

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

APIP Claims Reporting Acknowledgement(s) Receipt Form

The Claims Reporting Forms are being included with your packet to ensure claims reporting procedures are known and available for future reference. Please review the information. We ask that you share these critical documents with all members of your team (and Pool Members and their staffs where applicable.)

We request that you review the items indicated as attached, then complete the bottom portion, sign and submit to your Alliant Insurance Services representative either by a scanned e-mail or mail to have it be included in your insurance records.

☐ APIP Property Claims Reporting

☐ Cyber Claims Reporting (***this is a claims made policy***) if coverage is purchased

☐ Pollution Liability Claims Reporting (***this is a claims made policy***) if coverage is purchased

Acknowledgement for Claims reporting procedures under Alliant Property Insurance Programs In effect: July 1, 2020 until further notice

I have read and been informed about these separate reporting requirements under the coverage parts that apply to our entity as indicated above and provided through APIP by Alliant.

Insured Entity Name: Lawton Board of Education ISD #8

_____

Authorized Signature:

_____

_____ _____

Print Name Date

_____

Title:

IN THE EVENT OF A

PROPERTY LOSS:

1) Follow your organization procedures for reporting and responding to an incident

2) Alert local emergency authorities, as appropriate

3) Report the incident to Alliant Insurance Services *immediately at:*

877-725-7695

All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to McLarens Global Claims Services AND your Alliant representative

PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.
BY MAIL: 100 Pine Street, 11th Floor, San Francisco, CA 94111
BY FAX: (415) 403-1466
BY EMAIL: rfrey@alliant.com AND dwalizada@alliant.com
Carbon Copy APIP Claims Administrator: sandra.doig@mclarens.com and your Alliant representative

Today's Date: _____

Type of Claim: (check all that apply)

☐ **Real Property** ☐ **Vehicles**

☐ **Personal Property** ☐ **Other**

Insured's Name & Contact Information

Insured's Name:_____ Point of Contact:_____

Address:_____

Phone #:_____ Email Address:_____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Robert A. Frey & Diana L. Walizada

Address: 100 Pine Street, 11th Floor, San Francisco, CA 94111

Phone #: 1-877-725-7695 Fax #: 415-403-1466

Policy Information

Policy Number:_____Policy Period: _____

Limits of Liability: _____per_____agg Self-Insured Retention/Deductible: _____

Loss Information

Date of Incident/Claim: _____ Location:_____

Description of Loss:

_____

_____

Please list all attached or enclosed documentation: ☐(check if none provided) _____

_____

Name of Person Completing This Form: _____

Signature:_____

Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;

J. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

IN THE EVENT OF A

CYBER LOSS:

1) *Follow your organizations procedures for reporting and responding to an incident*

2) *Alert authorities, as appropriate*

3) *Report the incident to* Beazley Group *immediately at:*

tmbclaims@beazley.com

All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) *Report the incident to Alliant Claims Department and your Alliant representative*

SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:

The policy provides a $500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to $1,000,000.

Please contact Beazley for a list of approved vendors.

CYBER FIRST NOTICE OF LOSS FORM

SEND TO: Beazley Group

BY MAIL: 1270 Avenue of the America's, Suite 1200, New York, NY 10020

BY FAX: (546) 378-4039

BY EMAIL: tmbclaims@beazley.com

CC Alliant Claims Department:
elaine.tizon@alliant.com , **and your Alliant representative**

Today's Date: _____

Insured's Name & Contact Information

Insured's Name:_____ **Point of Contact:**_____

Address:_____

Phone #:_____ **Email Address:**_____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services – Claims **Point of Contact:** Elaine Tizon

Address: 100 Pine Street, 11th Floor, San Francisco, CA 94111

Phone #: 877-725-7695 Fax #:415-403-1466

Policy Information

Policy Number:_____ **Policy Period:**_____

Limits of Liability:_____**per**_____**agg Self-Insured Retention/Deductible**_____

Loss Information

Date of Incident/Claim:_____ **Location:**_____

Description of Loss:_____

_____

Please list all attached or enclosed documentation: ☐**(check if none provided)**_____

_____

Name of Person Completing This Form:_____

Signature:_____

A. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any **Claim** is made against the **Insured**, the **Insured** shall, as soon as practicable upon knowledge by the **Insured**, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the **Optional Extension Period** (if applicable), or within thirty (30) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the Insured during the last thirty (30) days of the **Policy Period**.

2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the **Policy Period** after discovery by the Insured. For such incidents or suspected incidents discovered by the **Insured** within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the **Policy Period**, provided; if this Policy is renewed by Underwriters and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident reported during the 60 day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.

3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:

   a. the specific details of the act, error, omission, or **Security Breach** that could reasonably be the basis for a **Claim**;
   b. the injury or damage which may result or has resulted from the circumstance; and
   c. the facts by which the **Insured** first became aware of the act, error, omission or **Security Breach**

   Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

4. A **Claim** or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with sub-paragraph X.A.3. above.

ALLIANZ GLOBAL CORPORATE & SPECIALTY

IN THE EVENT OF AN

ENVIRONMENTAL EMERGENCY:

1) ***Follow your organization procedures for reporting and responding to an incident***

2) ***Alert local emergency authorities, as appropriate***

3) ***Report the incident immediately at:***

800-558-1606

4] Report the incident to Alliant

Akbar Sharif
Claims Advocate
949-260-5088
415-403-1466 – fax
Akbar.Sharif@alliant.com

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan
DO contact your management as well as appropriate authorities
DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak
DO NOT attempt to respond beyond your level of training or certification

SEND TO: ALLIANZ GLOBAL CORPORATE & SPECIALTY
BY MAIL: 1 Progress Point Parkway, 2nd Floor
BY FAX: (800) 323-6450
BY EMAIL: NewLoss@agcs.allianz.com
CC Alliant Insurance: Akbar.Sharif@alliant.com **and your Alliant Representative**

Today's Date: _____

Notice of: (check all that apply)

☐ **Pollution Incident** ☐ **Potential Claim** ☐ **Other** _____

☐ **Third-Party Claim** ☐ **Litigation Initiated**

Insured's Name & Contact Information

Company Name: _____ **Point of Contact:** _____

Address: _____

Phone #: _____ **Email Address:** _____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims **Point of Contact:** Akbar Sharif

Address: 1301 Dove St. Ste. 200 Newport Beach, CA 92660

Phone #: 1-949-260-5088

Policy Information

Policy Number: _____ **Policy Period:** _____

Limits of Liability: _____ **per** _____ **agg** **Self-Insured Retention/Deductible** _____

Loss Information

Date of Incident/Claim: _____ **Location:** _____

Claimant Name/Address: _____

Description of Loss: _____

_____

Please list all attached or enclosed documentation: ☐**(check if none provided)** _____

_____

Name of Person Completing This Form: _____ **Signature:** _____

ALLIANT PROPERTY INSURANCE PROGRAM

PRPOPOSED LIST OF CARRIERS

JULY 1, 2020 TO JULY 1, 2021

Arch Specialty Insurance Company

Allied World National Assurance Company

Ategrity Specialty Insurance Company

Aspen Insurance UK Limited

Chubb European Group Limited

Everest Indemnity Insurance Company

Endurance Worldwide Insurance Limited

Evanston Insurance Company

Hallmark Specialty Insurance Company

Homeland Insurance Company of New York

Interstate Fire and Casualty Ins. Co.

Ironshore Specialty Insurance Company

Lancashire Insurance Company (UK) Ltd.

Landmark American Insurance Co. (RSUI)

Lexington Insurance Company

Liberty Mutual Fire Insurance Company

Lloyd's of London

National Union Fire Insurance Company

Partner Re Ireland Insurance Ltd

RSUI Indemnity Company

QBE Specialty Insurance Company

Westport Insurance Corporation

XL Insurance America, Inc.

Alliant Property Insurance Program
2020-2021 Policy Year
Schedule of Insurers (Prospective)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of Oklahoma
Allied World National Assurance Company	012526	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 02/28/20)	A- (As of 04/03/20)	Admitted
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 15; $2,000,000,000 to greater (As of 10/17/19)	A+ (As of 03/26/20)	Non-Admitted
Aspen Specialty Insurance Company	012630	A, Excellent; Financial Size Category 15; $2,000,000,000 or greater (As of 04/01/20)	Not Rated (As of 05/06/20)	Non-Admitted
Ategrity Specialty Insurance Company	020603	A-, Excellent; Financial Size Category 8; $100,000,000 to $250,000,000 (As of 10/25/19)	Not Rated (As of 05/06/20)	Non-Admitted
Chubb European Group Limited	086485	A++ , Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 12/11/19)	AA (As of 06/24/16)	Non-Admitted
Endurance Worldwide Insurance Limited	083234	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 08/16/19)	A+ (As of 04/26/18)	Non-Admitted
Evanston Insurance Co.	003759	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 12/13/19)	A (As of 07/27/17)	Non-Admitted
Everest Indemnity Insurance Company	012096	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 05/02/19)	A+ (As of 12/22/15)	Non-Admitted
Hallmark Specialty Insurance Co.	010838	A- u, (Excellent); Financial Size Category 9; $250,000,000 to $500,000,000 (As of 03/02/20)	Not Rated (As of 05/06/20)	Admitted
Homeland Insurance Company of New York (OneBeacon)	010604	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 04/23/20)	Not Rated (As of 05/06/20)	Non-Admitted
Interstate Fire and Casualty Ins. Co. (Pollution)	002267	A+, Superior; Financial Size Category 15; $2,000,000,000 or greater (As of 09/05/19)	AA (As of 12/02/19)	Non-Admitted
Ironshore Specialty Insurance Company	013866	A, Excellent; Financial Size Category 15; $2,000,000,000 or greater (As of 05/30/19)	A (As of 05/02/17)	Non-Admitted

As of May 6, 2020

Alliant Property Insurance Program
2020-2021 Policy Year
Schedule of Insurers (Prospective)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of Oklahoma
Lancashire Insurance Company (UK) Ltd.	078390	A, Excellent; Financial Size Category 12; $1,000,000,000 to $1,250,000,000 (As of 09/26/19)	A- (As of 02/28/18)	Non-Admitted
Landmark American Insurance Co.	012619	A+, Superior; Financial Size Category 14; $1,500,000,000 to $2,000,000,000 (As of 10/30/19)	A+ (As of 04/18/18)	Non-Admitted
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/12/19)	A+ (As of 05/17/19)	Non-Admitted
Liberty Mutual Fire Insurance Company	002282	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 05/30/19)	A (As of 07/17/14)	Admitted
Lloyd's of London	085202	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/10/19)	A+ (As of 06/14/19)	Non-Admitted
National Union Fire Insurance Co.	002351	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/12/19)	A+ (As of 05/17/19)	Admitted
PartnerRe Ireland Insurance Ltd.	088621	A+ u, (Superior); Financial Size Category 15; $2,000,000,000 or Greater (As of 03/05/20)	A+ (As of 03/03/20)	Non-Admitted
RSUI Indemnity Company	012603	A+, Superior; Financial Size Category 14; $1,500,000,000 to $2,000,000,000 (As of 10/30/19)	A+ (As of 04/18/18)	Admitted
QBE Specialty Insurance Company	012562	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/05/19)	A+ (As of 06/30/18)	Non-Admitted
Westport Insurance Corporation	000347	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 12/20/19)	AA- (As of 10/28/11)	Admitted
XL Insurance America Inc.	002423	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 12/12/19)	AA- (As of 11/19/18)	Admitted

As of May 6, 2020

PUBLIC ENTITY

PROPERTY INSURANCE PROGRAM FOR PUBLIC ENTITIES

The property public entities oversee are incredibly diverse and complex. Because of this, Alliant created the Alliant Property Insurance Program (APIP) to give public entities across the country access to thoughtful insurance solutions and price stability through APIP's group purchasing power. This strength is fueled by APIP's nearly 10,000 covered entities in 45 states and over $500 billion in total insurance values (TIV). **APIP is among the largest property placements worldwide.**

Exclusive price controls, innovative program design, and responsive service APIP coverage is significantly broader and typically 10% to 20% less expensive than similar placements offered by competitors. **The program offers per occurrence limits up to $1 billion.** APIP's size gives members competitive pricing and access to large earthquake, flood, and wind limits with a carefully managed spread of risk.

In addition, APIP members can count on getting their claims paid in a timely manner. Highly rated global insurers and reinsurers with minimum AM Best rating of A- category VII provide coverage that includes:

- Per occurrence limits up to $1 billion
- Broad insuring agreements
- Coverage for all property of every description of an insurable nature—both real and personal—of the insured

APIP's strength is fueled by nearly 10,000 covered entities in 45 states and $500 billion in total insurance values (TIV).

- Coverage for property of others in the care, custody, or control of the insured for which the insured is liable wherever located in the United States
- Replacement costs for physical damage, including comprehensive and collision damage as an option for automobiles
- Automatic acquisition of new locations which allows entities to grow without having to wait for underwriting approval
- Blanket fine arts coverage (if scheduled)
- Municipal bond and tax revenue interruption coverage
- Course of construction coverage including delay in start-up
- Property appraisals for all real property over $5 million
- Boiler and machinery coverage
- Access to Alliant's proprietary OASYS-Net software system, the program provides property schedules, claims, vendor certificates, and places certificate requests online. It allows clients to update their property locations, report a claim, or request a certificate of insurance.

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Alliant

Coverage for Boiler and Machinery

APIP includes coverage for boilers and machinery with limits up to $100 million. Established boiler and machinery authorized inspection agencies are used for both jurisdictional and consultative services. This ensures you receive board-certified engineering expertise in machinery, equipment, electronics, and HVAC through a nationwide field network.

To manage a wide range of critical exposures, the program also provides our clients with electrical loss prevention surveys, infrared thermography, industry and technical consultation, a key account service plan, transformer oil gas analysis, boiler operation and maintenance training, and boiler and pressure vessel inspection services for non-code vessels (and vessels located in jurisdictions that do not require inspections).

Environmental Risk Coverage

Our team of dedicated underwriters has extensive experience in environmental risk and a strong understanding of the unique needs of public entities. To protect your organization from the catastrophic impacts environmental liabilities can have on the physical and financial infrastructure of an organization, APIP members receive first and third party pollution protection against the broad range of environmental risks facing public entities. This coverage includes premises, covered operations, transportation, bodily injury/property damage from pollution conditions, pollution clean-up, mold, and both above-ground storage tanks (ASTs) and underground storage tanks (USTs) coverage.

Cyber Risk Coverage

Cyber liability looms larger than ever and coverage against it is essential to protect the health of your organization. As an APIP member, our cyber risk specialists will help you assess exposures that threaten your organization, and deliver first and third party coverage to match your risk profile to shield your agency from the ever-changing world of technology-related risks.

The Alliant Advantage

The Alliant public entity team is comprised of 150 professionals with targeted expertise servicing a broad range of public entities throughout the U.S. We ensure that our clients have access to time-tested expertise and powerful risk resources regardless of location.

ABOUT ALLIANT INSURANCE SERVICES

Alliant Insurance Services is the nation's leading specialty broker. In the face of increasing complexity, our approach is simple: hire the best people and invest extensively in the industries and clients we serve. We operate through national platforms to all specialties. We draw upon our resources from across the country, regardless of where the resource is located.

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Alliant

RISK CONTROL CONSULTING

What is it? What is the unforeseen accident that could potentially derail the business plan? What is the crucial oversight that carries with it a rash of unforeseen expenses? Our Risk Control Consulting team has made it our business to identify and prevent these vulnerabilities before they interfere with progress.

OUR MISSION

To tailor solutions that mitigate risk across property, casualty, fleet, and workers' compensation lines of insurance and create partnerships to deliver sustainable risk improvement solutions.

OUR PROCESS SETS US APART

We operate according to a novel, 4-step process that unlocks powerful services and solutions highly tailored to a client's unique risks and exposures.

1. **Comprehensive risk assessment**
2. **Establishment of critical success factors**
3. **Solution implementation**
4. **Ongoing monitoring and adjustment**

WHEN WE SAY FULL SERVICE, WE MEAN IT

Each client has a unique and nuanced risk profile. We draw from our deep reservoir of best-in-class services to locate and deploy a highly customized program that is engineered for long-term stability and success.

OUR VALUES

As a fully invested risk partner, we are more than just a resource. We are:

Collaborative: Working together to identify a solution that aligns with the client's business goals

Ethical: Adhering to the principles of integrity and professionalism in everything we do

Adaptable: Responding in real time to dynamic business needs and shifting risks

Attentive: Always listening closely and responding with principled and purposeful intent

OUR TAKE

We believe risk control is not simply a series of tactics but a hub of interconnected strategies bound together by an overreaching "big picture" perspective. With the powerful resources, innovative people, and a singular focus on client success, we are prepared to guide clients through the ever-changing risk landscape.

CONTACT
Tim Leech, CSP, ARM
First Vice President
Risk Control Consulting
949 260 5008
TLeech@alliant.com

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RISK CONTROL CONSULTING

Alliant

Training Series for Alliant Clients
2020-21 Calendar

Alliant will be offering a new series aimed at educating our clients in areas of risk management and occupational safety and health. As part of the web-based series, attendees will receive a certificate of completion for each training series.

Emergency Management – 301

- August 12, 2020 — Pandemic – Caught Off-guard/Lessons Learned
- September 9, 2020 — Fundamentals of Emergency Management – Restoring Order
- October 14, 2020 — Counteracting Violence in the Workplace

Principles of Property Protection – 201

- November 11, 2020 — Property Vulnerabilities: Understanding Hazards, Exposures and Mitigation Principles
- December 9, 2020 — Hazardous Material Storage – Flammable Liquid Storage and Use
- January 13, 2021 — Fire and Life Safety Assessments and Audits
- February 10, 2021 — Kitchen Hazards and Fire Suppression Systems

Fundamentals of Safety Management – 101

- March 10, 2021 — Introduction to Safety Management
- May 12, 2021 — Observational Safety and Its Value to Improving Organizational Goals
- June 9, 2021 — Effective Communication

All training sessions are offered at no additional cost and will be held from 10am – 11am pacific Standard Time. **To register, click on the title** to be directed to the registration page. All presentations are recorded for on-demand playback.

QUESTIONS? CALL OR E-MAIL US: 888.737.4752/RISKCONTROL@ALLIANT.COM

Alliant Insurance Services
888 737 4752 | 1301 Dove Street, Suite 200 | Newport Beach, CA 92660 | www.alliant.com

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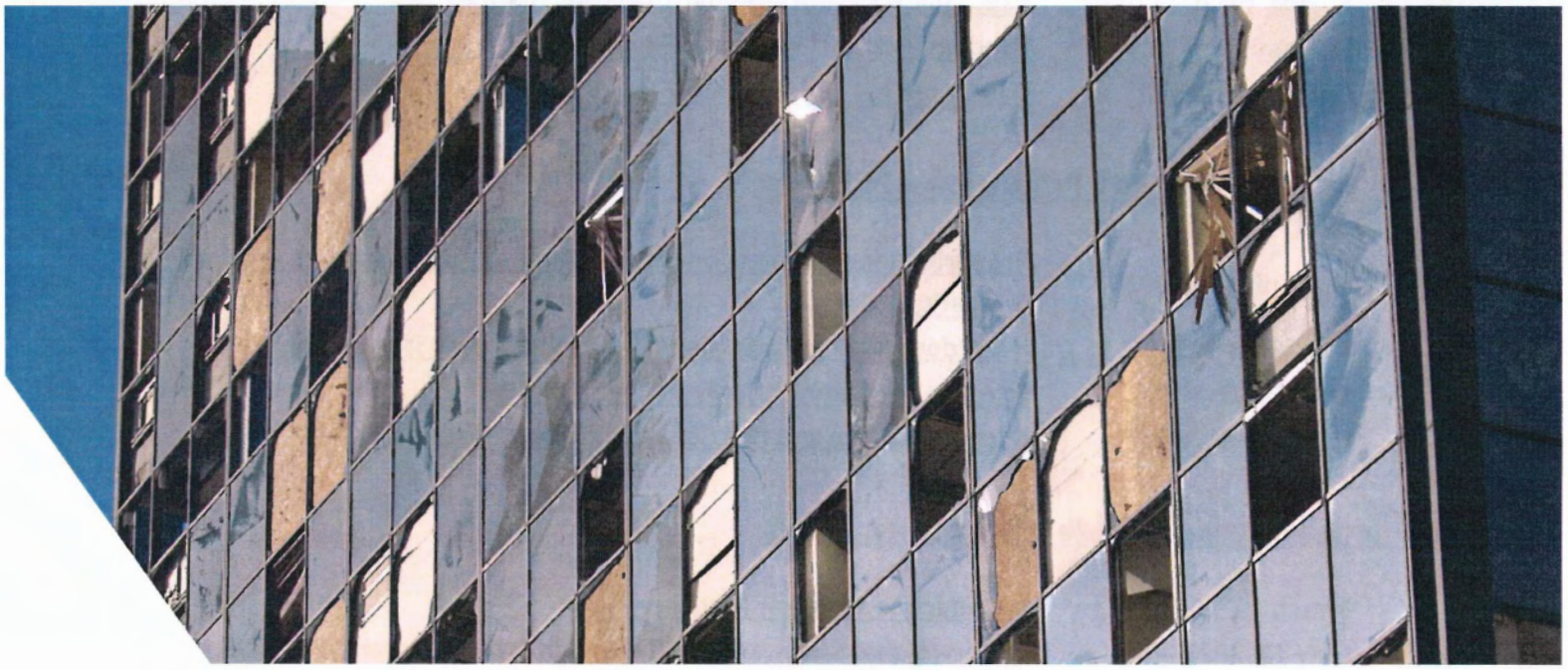
Alliant

APPRAISAL SERVICES

After a property loss you don't need another unpleasant surprise



Suffering a property loss is bad enough without discovering the property was undervalued and you won't recover enough to replace or restore it. The reason for your dilemma: an inaccurate or poorly documented appraisal of the property that created a false sense of security that you were fully covered for the loss.

APPRAISAL SERVICES

If your assets are undervalued, or the values cannot be defended, the replacement costs paid by your insurance carrier will not adequately cover your losses. To ensure that commercial and public sector organizations do not face this kind of unpleasant surprise, Alliant Appraisal Services provides clients with accurate, fully documented appraisals they can trust.

Each property valuation is conducted by a licensed, experienced real estate appraiser who utilizes valuation techniques that conform to the federal reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). To ensure accuracy, all appraisals are submitted for peer review.

CLIENT BENEFITS

Clients benefit from our appraisals in a variety of ways, including:

- Identifying inaccuracies in value based on occupancy or building characteristics
- Identifying inaccuracies in square footage, which impacts value
- Updating values to include building additions and renovations and to capture buildings not previously recorded
- Flagging demolished, relocated, or out-of-service structures, thereby reducing insured value
- Documenting and updating COPE (Construction, Occupancy, Protection, Exposures) data, which may help to lower premiums
- Collecting additional data as requested, including secondary earthquake characteristics and GPS coordinates

COMMERCIAL APPRAISALS

The depth and diversity of our commercial appraisal knowledge and experience set Alliant Appraisal Services apart from other consultants. Besides our own vast knowledge base, we are able to capitalize on our access to Alliant's vast nationwide appraisal and cost databases to meet specialized appraisal needs for nearly every type of commercial client.

In addition to appraising income-producing real property—including industrial, office, multifamily, and commercial—we have extensive expertise in appraising such unique assets as medical facilities, entertainment venues, hospitality sites, construction equipment, and power generation plants, to name only a few.

PUBLIC ENTITY APPRAISALS

Establishing accurate replacement values for such public sector assets as infrastructure, public facilities, and specialized equipment requires extensive knowledge of both the type of public entity and type of property. Among the unique public assets we appraise are water distribution systems, sewage treatment facilities, power generation plants, medical treatment facilities, school gymnasiums, fire-fighting equipment, communication towers, roadways, bridges, and many others.

REPORT FORMATS

Our appraisal reports can be customized to a client's particular requirements, ranging from a spreadsheet that summarizes key data to standalone reports for each asset. Clients can be confident that our appraisal reports will be consistent and supported by reliable market data.

ALLIANT INSURANCE SERVICES: THE PARTNER YOU DESERVE.

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to more than 26,000 clients nationwide.

www.alliant.com

CONTACT
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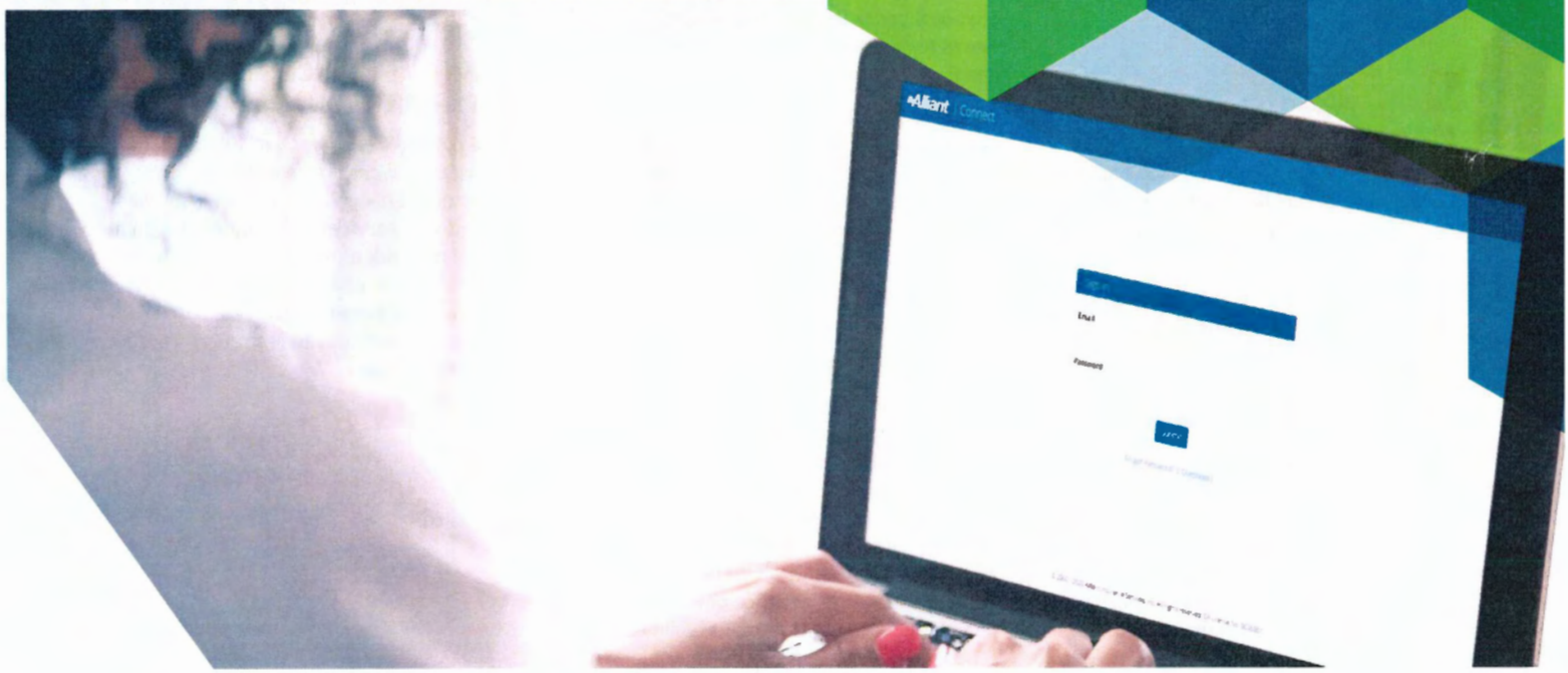
Alliant » Connect

The power of Alliant at your fingertips



Your business is a dynamic enterprise, moving with speed and agility to meet the ever-changing needs of your clients, employees, and industry. Decisions are made in real time and information must be accessed at a moment's notice. With AlliantConnect, convenience, security, and service are always at your fingertips and waiting for policy information is never part of the equation.

Alliant Connect

AlliantConnect is a customized online portal providing instant access to all of your insurance information. With its simple interface and intuitive design, you can manage your documents, access informational materials, stay up to date on policy changes, pay premiums, and interact with a service professional. Simply stated, it's a central hub where you can manage all aspects of your insurance policy.

AlliantConnect seamlessly melds the power of Alliant with the convenience of a secure online portal by empowering you to:

- **Access** all of your insurance information via a transparent and easy-to-use online interface
- **Manage** your documents, including certificates of insurance, in real time
- **Learn** through a comprehensive library of fact sheets, white papers, and presentations
- **Locate** a summary of your policy changes
- **Track** important dates and announcements
- **Pay** your premiums quickly and easily using an integrated payment component
- **Communicate** quickly and easily with your Alliant service team

With AlliantConnect, you can rest assured that your information is stored in a secure location.

YOUR INFORMATION IS ALWAYS SECURE

With AlliantConnect, you can rest assured that all your information is secure, including payment transactions that are protected with the highest encryption levels possible. In addition, all data is secured to the appropriate account teams, our database and all backups are stored in a highly encrypted format, and all document changes are archived for audit history. As a company that insures clients against cyber risks, Alliant understands the importance of protecting client information in an online environment and how to maximize the security of your information.

REAL PEOPLE, ALWAYS WITHIN REACH

We believe that technology is only as successful as the people behind it. This is why we designed AlliantConnect not as a means of removing people from the process, but to bring them closer. In addition to accessing a service professional via the online portal, we also offer a toll-free helpline, where you will have direct access to the AlliantConnect support team.

Simply give us a call, let us know you are an AlliantConnect client, and we will be on the phone to help you get the most out of your account. AlliantConnect offers value and convenience by combining cutting-edge technology, optimum security, and personal service.

ALLIANT INSURANCE SERVICES: THE PARTNER YOU DESERVE.

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to clients nationwide.

www.alliant.com

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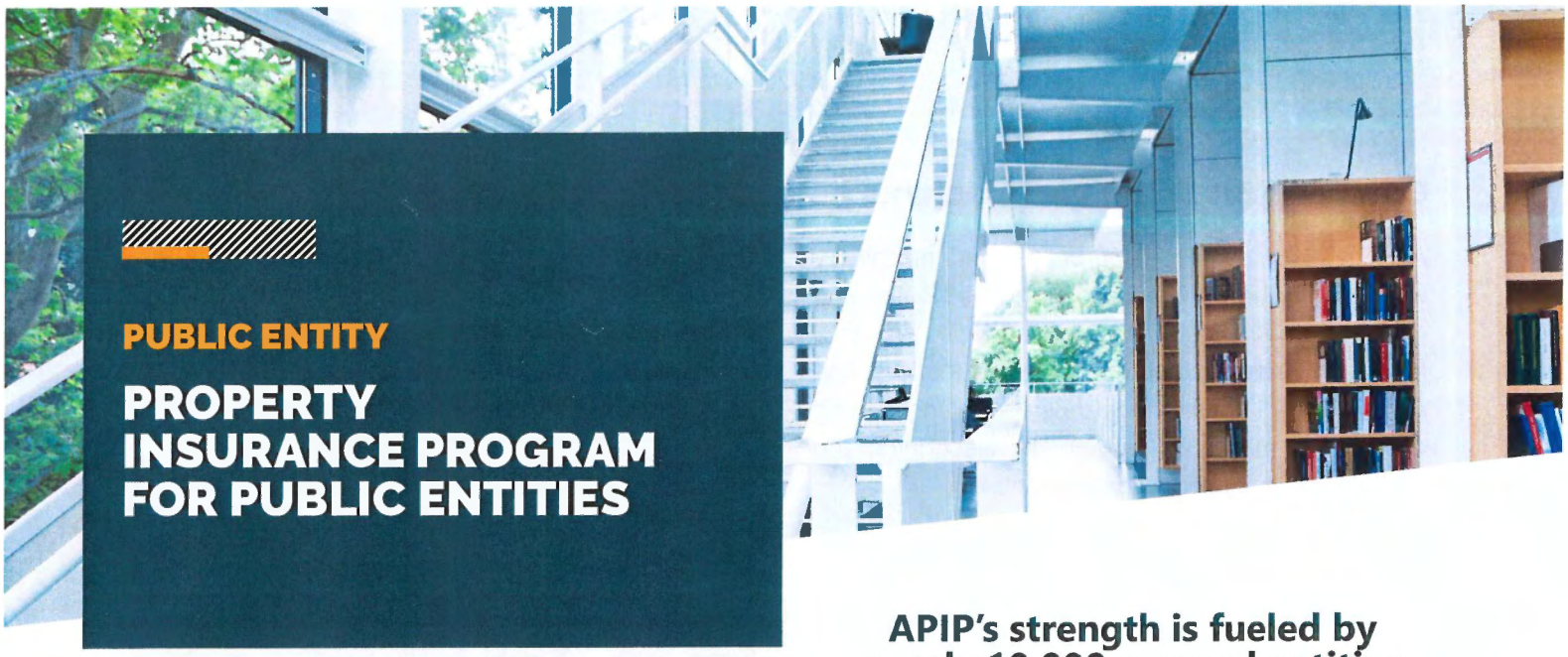

PUBLIC ENTITY

PROPERTY INSURANCE PROGRAM FOR PUBLIC ENTITIES

The property public entities oversee are incredibly diverse and complex. Because of this, Alliant created the Alliant Property Insurance Program (APIP) to give public entities across the country access to thoughtful insurance solutions and price stability through APIP's group purchasing power. This strength is fueled by APIP's nearly 10,000 covered entities in 45 states and over $500 billion in total insurance values (TIV). **APIP is among the largest property placements worldwide.** Exclusive price controls, innovative program design, and responsive service APIP coverage is significantly broader and typically 10% to 20% less expensive than similar placements offered by competitors. **The program offers per occurrence limits up to $1 billion.** APIP's size gives members competitive pricing and access to large earthquake, flood, and wind limits with a carefully managed spread of risk.

In addition, APIP members can count on getting their claims paid in a timely manner. Highly rated global insurers and reinsurers with minimum AM Best rating of A- category VII provide coverage that includes:

- Per occurrence limits up to $1 billion
- Broad insuring agreements
- Coverage for all property of every description of an insurable nature—both real and personal—of the insured

APIP's strength is fueled by nearly 10,000 covered entities in 45 states and $500 billion in total insurance values (TIV).

- Coverage for property of others in the care, custody, or control of the insured for which the insured is liable wherever located in the United States
- Replacement costs for physical damage, including comprehensive and collision damage as an option for automobiles
- Automatic acquisition of new locations which allows entities to grow without having to wait for underwriting approval
- Blanket fine arts coverage (if scheduled)
- Municipal bond and tax revenue interruption coverage
- Course of construction coverage including delay in start-up
- Property appraisals for all real property over $5 million
- Boiler and machinery coverage
- Access to Alliant's proprietary OASYS-Net software system, the program provides property schedules, claims, vendor certificates, and places certificate requests online. It allows clients to update their property locations, report a claim, or request a certificate of insurance.

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Coverage for Boiler and Machinery

APIP includes coverage for boilers and machinery with limits up to $100 million. Established boiler and machinery authorized inspection agencies are used for both jurisdictional and consultative services. This ensures you receive board-certified engineering expertise in machinery, equipment, electronics, and HVAC through a nationwide field network.

To manage a wide range of critical exposures, the program also provides our clients with electrical loss prevention surveys, infrared thermography, industry and technical consultation, a key account service plan, transformer oil gas analysis, boiler operation and maintenance training, and boiler and pressure vessel inspection services for non-code vessels (and vessels located in jurisdictions that do not require inspections).

Environmental Risk Coverage

Our team of dedicated underwriters has extensive experience in environmental risk and a strong understanding of the unique needs of public entities. To protect your organization from the catastrophic impacts environmental liabilities can have on the physical and financial infrastructure of an organization, APIP members receive first and third party pollution protection against the broad range of environmental risks facing public entities. This coverage includes premises, covered operations, transportation, bodily injury/property damage from pollution conditions, pollution clean-up, mold, and both above-ground storage tanks (ASTs) and underground storage tanks (USTs) coverage.

Cyber Risk Coverage

Cyber liability looms larger than ever and coverage against it is essential to protect the health of your organization. As an APIP member, our cyber risk specialists will help you assess exposures that threaten your organization, and deliver first and third party coverage to match your risk profile to shield your agency from the ever-changing world of technology-related risks.

The Alliant Advantage

The Alliant public entity team is comprised of 150 professionals with targeted expertise servicing a broad range of public entities throughout the U.S. We ensure that our clients have access to time-tested expertise and powerful risk resources regardless of location.

ABOUT ALLIANT INSURANCE SERVICES

Alliant Insurance Services is the nation's leading specialty broker. In the face of increasing complexity, our approach is simple: hire the best people and invest extensively in the industries and clients we serve. We operate through national platforms to all specialties. We draw upon our resources from across the country, regardless of where the resource is located.

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ALLIANT PROPERTY INSURANCE PROGRAM ("APIP")

- "Joint purchase" concept started in 1993 with 65 insureds
- Largest property placement in the world: $550bn TIV, 9,000+ insureds in 46 States
- We have the pen

Alliant

APIP FEATURES

- Clout
- 7-1 common anniversary date
- NOT A POOL
- Broker-controlled program
- Form is custom, proprietary
- “Property of an Insurable Nature” vs. a “Schedule”

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APIP FEATURES (CONT.)

- Eligible: All public entities, private colleges/universities, hospitals
- 98% - 100% annual retention
- All entities rated individually
- No mid-term transactions for values less than $25m
- Course of Construction
- Appraisals included (structures over $5,000,000)

APIP FEATURES (CONT.)

A DISCLAIMER:

The following slides reflect **some** of the policy conditions and coverages. For a complete understanding of the limits, coverage options, and the APIP specifically, PLEASE REFER TO THE APPROPRIATE COVERAGE FORMS.

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APIP FEATURES (CONT.)

limits (example – others apply)

100,000,000 BI, including Tax Interruption
nd Tuition Income

- $5,000,000 Tax Interruption & $500,000 BI even when no values are reported

50,000,000 Extra Expense
50,000,000 Errors & Omissions
50,000,000 Increased Cost of Construction
25,000,000 Miscellaneous Unnamed Locations
25,000,000 Course of Construction (up to $50M with UW approval)
750,000 Unscheduled tunnels, bridges, dams, streets, roadways, etc.
50,000 Per Animal Specially Trained Animals subject to $1,000 ded
sunami included in flood definition—all risk for property in the water

APIP FEATURES (CONT.)

Optional Coverages:

- Automobile Physical Damage: ACV or RC
- Upgrade to Green
- Boiler & Machinery
- First & Third Party Cyber Liability
- First & Third Party Pollution

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APIP FEATURES (CONT.)

Shared Limits	Tower Limit	Member Limit
Tower	$1,000,000,000	$1,000,000,000
Accidental Contamination	$500,000 Annual Agg	$250,000
Mold Resultant Damage	$1,000,000	$100,000
Cyber	$25,000,000	$2,000,000
Pollution	$25,000,000	$2,000,000
Terrorism	$1,200,000,000	$700,000,000

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HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)

- VIP-Volunteer Insurance Program
- Healthcare Crime Insurance Programs
- HELP: Environmental liability program
- Pollution option
- Cyber option
- Broadened business interruption:
  - No sublimit for BI; limit to $1 billion
  - Includes 365 days of ordinary payroll
  - Loss of income from physicians groups
  - Temporary and long-term housing
  - BI consultant to help determine limits

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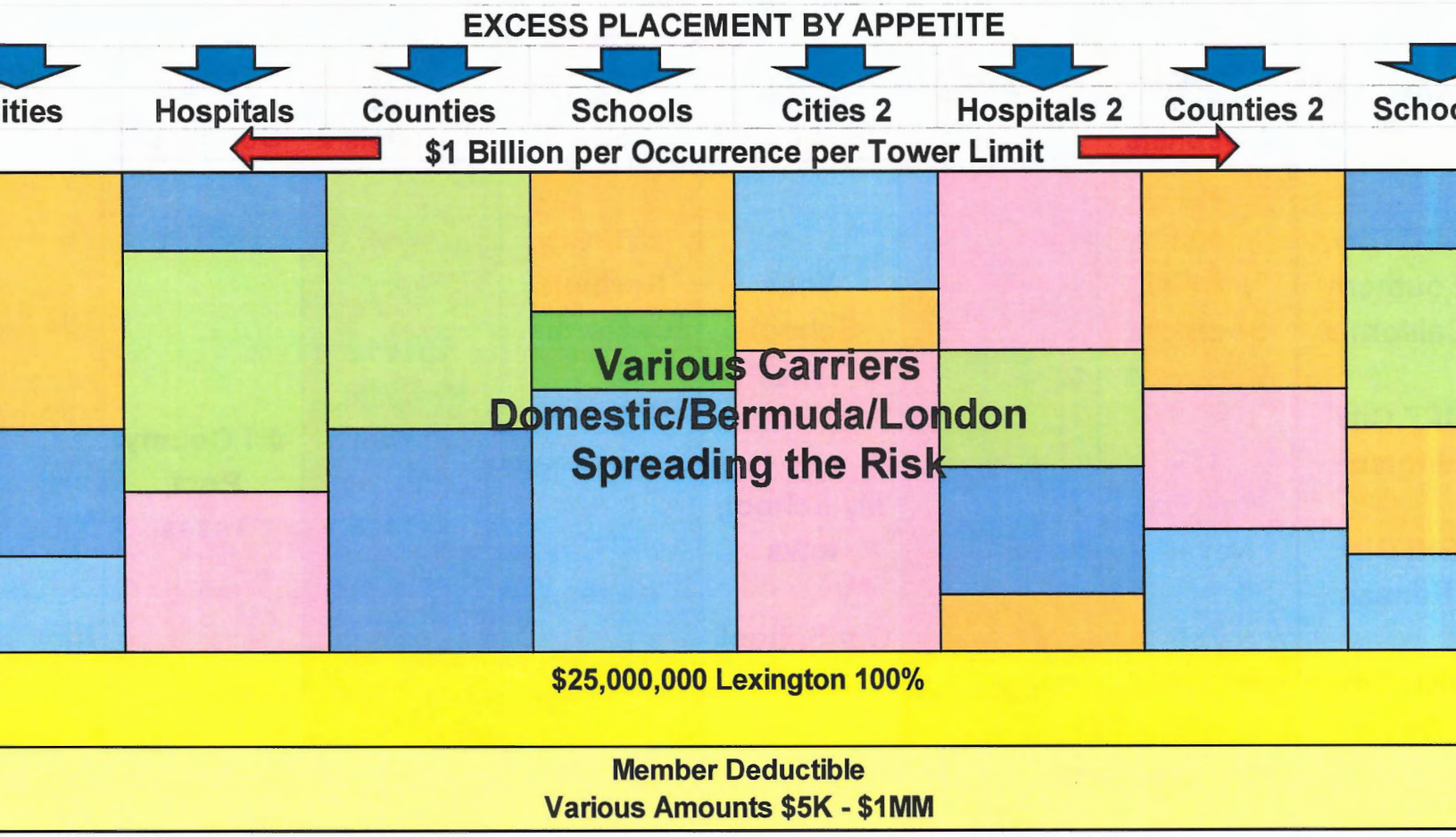
EXCESS PLACEMENT



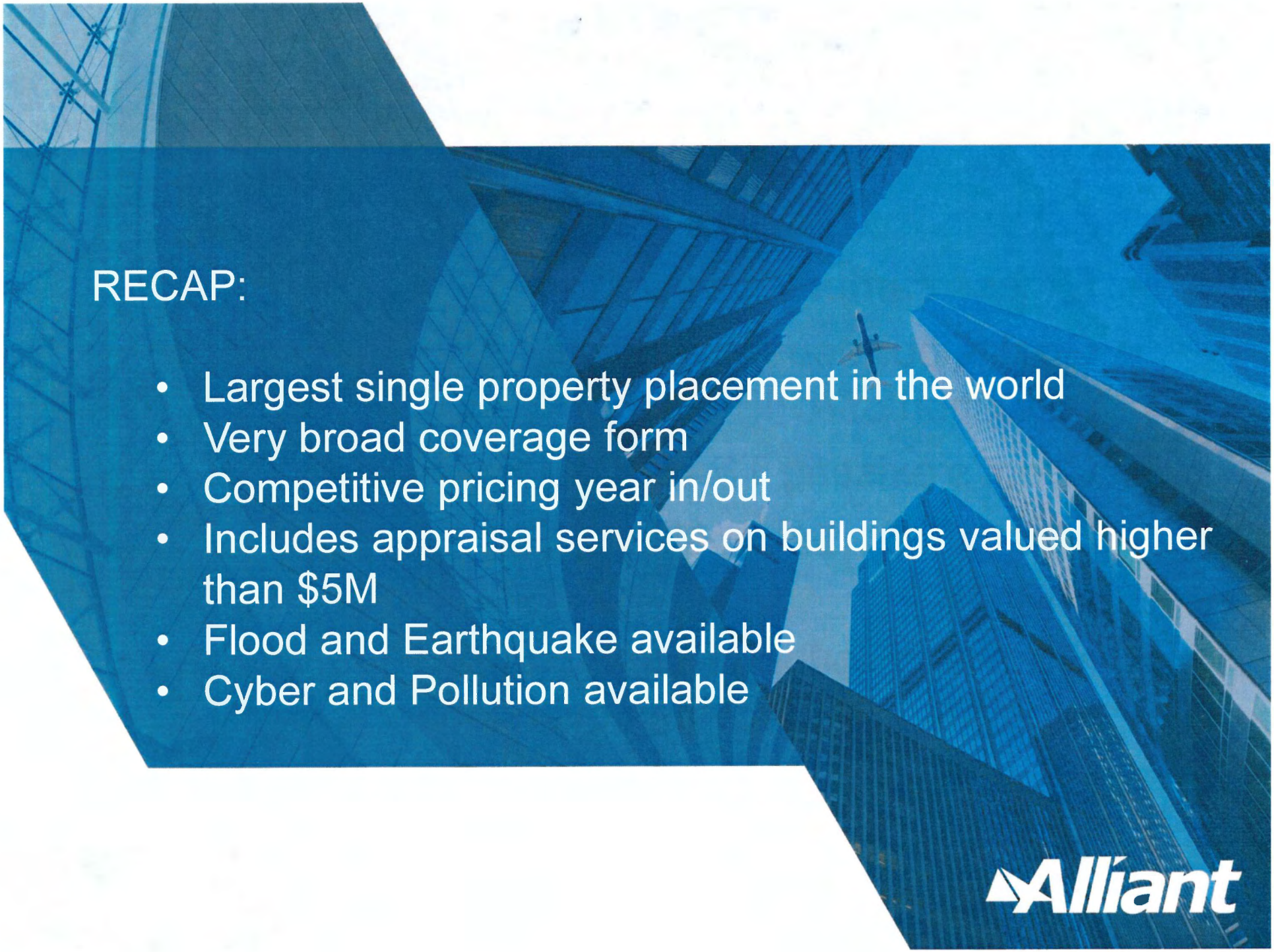
SPREAD OF RISK

Spread of Risk Maximized

Cities	Hospitals	Counties	Schools	Cities 2	Hospitals 2	Counties 2	Schools 2
ABC City, Southern California	123 Hospital, Southern California	X County, Ohio	Your School, Texas	MNO City, Northern California	101112 Hospital, Alaska	# 1 County Pool, Texas	#1 School JPA, Wyoming
DEF City, Montana	456 Hospital, Nevada	Y County, Idaho	My School, Iowa	DEF City, Montana	131415 Hospital, Iowa		#3 School JPA, New Mexico
GHI City, Kansas	789 Hospital, Texas	Z County, Oregon	Our School, Alaska	GHI City, Kansas			
JKL City, Maine				JLK City, Iowa			

APIP CLAIMS HANDLING

- Excess carriers "follow form"
- Goal: Courteous and quick resolution of APIP claims
- Client's existing TPA is OK
- Claims reported to Alliant, San Francisco
- McLarens Young International: Program TPA, provides oversight



RECAP:

- Largest single property placement in the world
- Very broad coverage form
- Competitive pricing year in/out
- Includes appraisal services on buildings valued higher than $5M
- Flood and Earthquake available
- Cyber and Pollution available

Alliant

Questions?

CONTACT INFORMATION:

Robert Shearer
(619) 300-0545
rshearer@tribalfirst.com

Blaise Harris
(253) 432-3866
bharris@alliant.com

Optional Wind & Hail Deductible Buyback Quote

(Lowers the Wind & Hail Deductible from $500,000 to $100,000)

Risk Placement Services
Michael Kokonas
525 W. Van Buren Street
Suite 1325
Chicago, IL 60607

ATTENTION: CHRISTA NADLER

RE: Property Quote

Submission Number:	**198679**
Renewal of:	NHT909083
Company:	RSUI Indemnity Company (A.M. Best rating: A+ XIV and S&P rating: A+)
Coverage:	Property
Insured:	**Lawton Board of Education ISD #8** **Lawton, OK**
Policy Dates:	July 01, 2020 - July 01, 2021
Property Limits:	$400,000 per occurrence
Valuation:	Subordinate to all risk policy
Total Insured Value:	$701,802,980
Coverages:	• Building • Personal Property • Auto Physical Damage • Contractors Equipment • Electronic Data Processing (Hardware & Software)
Perils:	Windstorm or Hail • Excluding Terrorism
Form:	RSUI Deductible Buyback Form
Deductible:	**Windstorm or Hail -** $100,000 Per Occurrence (Property Damage)

Policy Attachments

- Appraisal Clause Amendment
- Asbestos Exclusion
- Cyber Exclusion
- Exclusion And Limited Additional Coverage For Fungus
- Exclusion of Pathogenic or Poisonous Biological or Chemical Materials
- Exclusion of Terrorism

Premium Amount

Premium:	**$166,000.00**
Minimum Earned Premium:	**35.00%**

The premium amount does not include state assessments & fees, if applicable.

Comments:
Coverage has been "rejected" by the insured for all acts of terrorism including but not limited to those that are certified by the Secretary of the Treasury under the Terrorism Risk Insurance Act.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid until 07/01/2020.

We greatly appreciate your business.

This Endorsement Changes The Policy. Please Read It Carefully.

APPRAISAL CLAUSE AMENDMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This endorsement replaces any and all other provisions regarding appraisal.

If we and you disagree on the value of the property or the amount of loss, either party may request, in writing, an appraisal of the value of the property and/or the amount of loss. An appraisal may then take place only if the other party agrees in writing to participate in the appraisal process pursuant to terms of a written agreement between the parties. At a minimum, the written agreement between the parties will specify a protocol for the selection of a disinterested, competent, and impartial appraiser (who does not have a financial interest in the claim and/or appraisal award, including a contingent interest in the outcome of the claim or appraisal award), the inspection of the property by the appraisers, the selection of an umpire, communications between and among the appraisers and umpire, specific itemization of each item in dispute, and an award form. If the parties cannot agree on a written agreement specifying the protocol, an appraisal will not take place.

If appraisal moves forward, the two appraisers will select an umpire, who is disinterested, competent, and impartial. If the two appraisers cannot agree to an umpire within 15 days of either appraiser proposing one or more umpires, the two appraisers may jointly request that the selection of a competent and impartial umpire be made by a judge of a court in the county of the loss or damage. If either party to the appraisal, without notice to the other party, asks a judge to select an umpire, any such umpire selection shall be invalidated and the selection of a new umpire shall be required. If the appraisers do not agree to jointly request the appointment of an umpire, either the insurer or insured can unilaterally end the appraisal with written notice to the other. The appraisers will state separately the value of the property and amount of loss. Specific itemization of each item and amount in dispute is required, including, but not limited to, building-by-building, floor-by-floor, unit-by-unit, and area-by-area allocation. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

a. pay its chosen appraiser; and

b. bear the other expenses of the appraisal and the umpire's fee equally.

In connection with the appraisal proceeding, neither the appraisers nor the umpire shall have authority to decide questions of law. Neither the appraisers nor the umpire shall attempt to resolve any issue of insurance coverage, policy exclusions, compliance with the policy terms and conditions, or any issues concerning the Limits of Insurance available under the Policy.

At any time after the request for appraisal, we will retain our right to demand compliance with all applicable Duties in the Event of Loss as described in this Policy. We may require completion of any of the Duties in the Event of Loss, or any other policy condition, prior to continuance of the appraisal proceeding.

If there is an appraisal, we will still retain our right to deny the claim.

Where applicable, the parties agree that during the pendency of an appraisal all required responses and cures to any Civil Remedy Notices are extended until 30 days after the appraisal is concluded.

By voluntarily agreeing to the appraisal process, both parties acknowledge that there are irreconcilable differences that exist regarding the value of the property and/or the amount of loss. Since appraisal is voluntary, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us.

Policy No.: **Effective:**

This Endorsement Changes The Policy. Please Read It Carefully.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This policy does not apply to any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The company shall have no duty of any kind with respects to any such loss, demand, claim or suit.

Optional Cyber Quotes

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

APIP CYBER PROGRAM - OPTIONAL COVERAGES

TYPE OF COVERAGE:	Breach Response Endorsement and Excess Cyber Limits Policy – **Claims Made & Reported**
PROGRAM:	**Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)**
NAMED INSURED:	Lawton Board of Education
POLICY PERIOD:	July 1, 2020 to July 1, 2021
RETROACTIVE DATE:	Breach Response Endorsement follows APIP Cyber Policy
COVERAGE FORM:	Beazley Breach Response (BBR) Endorsement (Attaching to and forming part of Policy No. **TBD**)

Beazley

INSURANCE COMPANY:	Lloyd's of London – Beazley Syndicates: 2623/623
A.M. BEST RATING:	A (Excellent), Financial Size Category: XV ($2 Billion or greater)
STANDARD & POOR'S RATING:	A+ (Strong) Verified October 2017
ADMITTED STATUS:	Non-Admitted

BBR ENDORSEMENT:	Note: The Breach Response coverages within this endorsement require the use of Beazley approved vendors.
Notification:	**Notified Individuals** – includes notification services, call center services, and credit & identity monitoring with respect to a Data Breach or Security Breach incident. The Notified Individuals limit is in addition to the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit.
Legal / Forensics / Public Relations (PR) & Crisis Management (CM):	The Legal Services / Computer Expert Services / Public Relations and Crisis Management Expenses limit is in addition to the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit. This coverage is with respect to a Data Breach or Security Breach incident.

EXCESS CYBER COVERAGES & RETENTIONS / THRESHOLDS:	Excess cyber coverages follow the underlying Beazley policy with the exception of the following: 1) **No** sublimits in the excess cyber coverage for Invoice Manipulation or Claims Preparation Costs for Reputation Loss Coverage Retentions / thresholds to follow the underlying Beazley policy.
Additional Breach Response Costs Limit:	Increases the $500,000 / $1,000,000 per Member Aggregate Sublimit for the Breach Response costs in the APIP Cyber Program to $2,000,000 per Member Aggregate Limit. This coverage is with respect to a Data Breach or Security Breach incident. The Additional Breach Response Costs Limit is within the APIP Cyber Program's Member Aggregate Limit and Policy Aggregate Limit
BBR ENDORSEMENT RETENTIONS / THRESHOLDS:	Privacy Breach Response Services Threshold / Retention (Each Claim / Incident)
Notification Threshold:	100 Notified Individuals
Legal / Forensics / Public Relations & Crisis Management Retention:	$10,000 combined, but only $5,000 for Legal Services (Legal is part of, not in addition to combined). The retentions listed herein are part of and not in addition to the policy retentions, should they apply.
ENDORSEMENT & EXCLUSIONS: (including but not limited to)	Beazley • Post Breach Remedial Services • Nuclear incident Exclusion • Radioactive Contamination Exclusion • Recognition of Erosion of Deductible and Excess of Specified Policy • Sanction Limitation and Exclusion • Cap on Losses Arising Out of Certified Acts of Terrorism • Computer Hardware Replacement Cost – sublimit of $75k • Reputation Loss – sublimit of $50k
COVERAGE OPTION DESCRIPTIONS:	• Option 1 – BBR Only – Notified Lives & Legal/Forensics/PR/CM • Option 2 – BBR+ – Notified Lives & Legal/Forensics/PR/CM plus Excess Limits • Option 3 – BBRx2 – Double the Notified Lives & Legal/Forensics/PR/CM plus Excess Limits

TERM PREMIUM:

Option	Notified Lives Limit	Legal, Forensics, PR/CM Limit	Excess Limits	Premium	Surplus Lines Taxes (SLT)	Surplus Lines Fees	**Total Premium and SLT & Fees**
1.a. (expiring)	250,000	$500,000	$0	$14,337.00	$860.22	$0.00	**$15,197.22**
1.b.	500,000	$500,000	$0	$16,128.00	$967.68	$0.00	**$17,095.68**
2	250,000	$500,000	$2M xs $2M	$24,337.00	$1,460.22	$0.00	**$25,797.22**
3	500,000	$1,000,000	$2M xs $2M	$29,204.00	$1,752.24	$0.00	**$30,956.24**

Notes:

1. **If you are a member of a JPA and your JPA purchases a group excess cyber policy above APIP cyber, the excess limit quotes provided above will be excess of your JPA's group excess cyber policy.**
2. **Notified Lives and Legal/Forensics/PR/CM limit is the aggregate limit provided for all Insureds/Members named on the endorsement.**
3. **Alternative quotes for 1M and 2M Notified Individuals may be provided upon request.**
4. **Alternative quotes for excess limits (with an alternative carrier) up to $35M may be provided upon request.**
5. **Minimum of 6 month premium is earned at inception**

SUBJECTIVITIES:

- ***Currently signed and dated statement of fact within 60 days of inception.***
- ***Please provide completed declaration section.***

CONDITIONS:

- Security is 100% Lloyds of London, Beazley Syndicate 2623/623
- All Surplus Lines Taxes/Fees are Fully Earned
- 45 Day Premium Payment Warranty (Premium must be paid to Alliant within 20 days of binding to meet the Warranty Requirements)
- 6 Month Minimum Premiums

BINDING CONDITIONS:

Written request to bind coverage

Completion of subjectivity request(s) by the Insured/Member and satisfactory review of information and agreement to remove subjectivities by Beazley

QUOTE VALID UNTIL: **7/1/2020**

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the

insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures/Disclaimers

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances, which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates of Liability Insurance / Evidence of Property Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the recipient. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evidence of insurance, you may be required to name your landlord, client or customer on your policy as loss payee on property insurance or as an additional insured on liability insurance. Adding a party as an additional insured is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the Certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Request to Bind Coverage

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Lawton Board of Education
Effective date: July 1, 2020 – July 1, 2021

Option	Premium
Option 1.a: _____ (expiring)	$15,197.22 Taxes: $860.22
Option 1.b: _____	$17,095.68 Taxes: $967.68
Option 2: _____	$25,797.22 Taxes: $1,460.22
Option 3: _____	$30,956.24 Taxes: $1,752.24

☐ **After review of the optional coverages summarized in this proposal, we have elected to decline all options presented above.**

_____
Signature of Authorized Insurance Representative

_____
Date

**Please note: Recently Signed / Dated Application, Statement of Fact and/or Ransomware Supplemental; 60 days prior to inception shall be required upon binding*

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. ***The actual terms and conditions of the policy will prevail.***

Liability Quote Proposal

OSIG
Oklahoma Schools Insurance Group

Revised

June 08, 2020

Board of Directors

Terry Davidson,
Chairman
Finance Director:
Comanche Schools

Rick Thomas,
Vice Chairman
Superintendent:
Skiatook Schools

Dr. John Cox,
Treasurer
Superintendent:
Peggs Schools

Dusty Ricks,
Secretary
Superintendent:
Mid America
Technology Center

Brad Overton,
Member
Superintendent:
Cordell Schools

Randy Hughes,
Member
Superintendent:
McAlester Schools

Sherry Durkee
Member
Superintendent:
Sand Springs Schools

Executive Director

David Martin

Insurica
P O Box 949
Lawton, OK 73502

Re: Lawton Board of Education ISD#8

Dear OSIG Agent:

Attached is the OSIG proposal for your school client. Please review the quotation carefully and let us know if you have any questions or changes. Please keep the following facts in mind while reviewing this proposal with your school client:

- Coverages available in the program include: Property, Boiler, Crime, Automobile, General Liability, School Board Legal Liability, Cyber Liability, Pollution Liability, School Violent Acts Protection
- Optional increased deductible quotes can be provided upon request if the members seek alternatives to reduce their insurance costs.
- The non-profit structure of our program aids in stabilizing rates. OSIG retains the underwriting profit and investment income, and is designed to be a long term insurance solution for Oklahoma schools.
- Gallagher, the administrator for OSIG, brings a level of expertise to the table that should make you and your schools feel comfortable.

We urge you to be prepared and understand the importance of OSIG's excellent financial condition and to be familiar with the financial hurdles of our competitor.

For the 2020-2021 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG in order to bind coverage effective 07/01/20.

Please feel free to contact us to discuss this proposal and conditions in the marketplace in detail. We are here to assist you in protecting your schools districts.

Sincerely,

OSIG Program Administration

P. O. Box 3068
Tulsa, OK 74101-3068
Phone 918-764-1686 • Toll Free 866-444-0061

OSIG
Oklahoma Schools Insurance Group

Revised

Board of Directors

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Member
Superintendent:
McAlester Schools

Sherry Durkee
Member
Superintendent:
Sand Springs Schools

Executive Director

David Martin

June 08, 2020

Kevin Hime
Lawton Board of Education ISD#8
P O Box 1009
Lawton, OK 73502

RE: Membership Proposal Effective 7/1/2020

Dear Kevin Hime:

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 449 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 constantly 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 2020-2021 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG in order to bind coverage effective 07/01/2020.

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 www.osig.org
- StopIt Anonymous Incident Reporting Mobile App & Web App

If you have any questions about the insurance procurement process or this proposal, please contact your local agent or any member of the OSIG administration team. Contact names and phone numbers are included in the proposal.

Sincerely,

OSIG Program Administration

Cc: Insurica

P. O. Box 3068
Tulsa, OK 74101-3068
Phone 918-764-1686 ▪ Toll Free 866-444-0061

OSIG
Oklahoma Schools Insurance Group

Revised

Lawton Board of Education ISD#8
P O Box 1009
Lawton, OK 73502

This is not an invoice.

Breakdown of Insurance Cost

Annual Premium Breakdown	
Property:	$0
Boiler & Machinery:	$0
Auto Physical Dmg:	$38,193
General Liability:	$85,705
Auto Liability:	$114,258
Educators Legal:	$85,692
Excess Liability:	$16,510
Total Annual:	**$340,358**

A 25% minimum earned premium applies.

Agent's Commission = 10.0%

Your historical billed premiums, total insured values and loss information are shown in the charts below.

Year	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total Values	$5,999,857	$7,586,722	$9,047,360	$9,751,089	$11,186,238	$11,993,885
Premium	$273,275	$282,851	$289,027	$313,125	$313,858	$318,028
Distribution	$0	$0	$12,112	$0	$0	$14,200

Number of Claims:	Insurance Cost Paid to OSIG (incl Endts):	Incurred Claims:	Loss Ratio:
183	$1,774,873	$599,853	33.80%

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 7/1/20
Installment #2	1/3 of total	due 8/1/20
Installment #3	1/3 of total	due 9/1/20

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OSIG
Oklahoma Schools Insurance Group

Revised

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

No Coverage

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.

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OSIG
Oklahoma Schools Insurance Group

Revised

Automobile Physical Damage - Primary $100,000 Per Occurrence Limit

- 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

No Coverage

School Violent Acts Protection

- $25,000 Each Occurrence Limit
- $250,000 Aggregate Limit (all members, all claims)
- No Deductible
- $25,000 Property/Safety Improvements following School Violent Act

Excess Liability

- Excess Primary Limits $1,000,000
- Follow Form Underlying - Excluding Employers Liability

Note: Per Occurrence Limits are shared limits except as otherwise indicated.

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Tulsa, OK 74101-3068
Phone 918-764-1686 ▪ Toll Free 866-444-0061

Property Schedule

Report Printed: 06/08/2020 12:20 pm

Lawton Board of Education ISD#8

Location	Occupied As	Bldg Value	Contents Val
102 E. Gore, Lawto	Liability Only	$0	$0
102 NW 17th, Lawt	Liability Only	$0	$0
1101 SW 17th, Lawt	Liability Only	$0	$0
1115 NW Laird, La	Liability Only	$0	$0
1201 NW Ft Sill Blv	Liability Only	$0	$0
1202 SW 27th, Lawt	Liability Only	$0	$0
1400 NW Columbia,	Liability Only	$0	$0
1401 Bessie, Lawto	Liability Only	$0	$0
1431 NW 23rd St, L	Liability Only	$0	$0
1602 NW Horton, L	Liability Only	$0	$0
1614 NW 47th, Law	Liability Only	$0	$0
1701 NW Taft, Lawt	Liability Only	$0	$0
1901 SW Lee Blvd,	Liability Only	$0	$0
1908 NW 38th, Law	Liability Only	$0	$0
19th & Lee, Lawton,	Liability Only	$0	$0
2102 NW Lindy, La	Liability Only	$0	$0
215 SE Warwick, La	Liability Only	$0	$0
3005 NE Angus, La	Liability Only	$0	$0
315 SW 52nd, Lawt	Liability Only	$0	$0
3402 NW Gore Blvd	Liability Only	$0	$0
3501 Ferris, Lawton	Liability Only	$0	$0
3802 SE Elmhurst,	Liability Only	$0	$0
405 NW Woodland,	Liability Only	$0	$0
421 Simpson, Lawt	Liability Only	$0	$0
4400 E Gore, Lawto	Liability Only	$0	$0
4912 SE Avalon, La	Liability Only	$0	$0
501 Woolridge, Law	Liability Only	$0	$0
510 NE 45th St., La	Liability Only	$0	$0
52nd & W Gore, La	Liability Only	$0	$0
5502 W Gore Blvd.	Liability Only	$0	$0
5611 Alan A Dale, L	Liability Only	$0	$0
5720 Geronimo Roa	Liability Only	$0	$0
57th & W Gore, Law	Liability Only	$0	$0
5801 NW Columbia,	Liability Only	$0	$0
601 NW Ft Sill Blvd.	Liability Only	$0	$0
601 SW Park, Lawt	Liability Only	$0	$0
6205 NW Ferris, La	Liability Only	$0	$0
6902 SW Delta, La	Liability Only	$0	$0
702 NW Homestead	Liability Only	$0	$0
753 NW Ft Sill Blvd,	Liability Only	$0	$0
805 NW Columbia,	Liability Only	$0	$0
811 SW 17th St., La	Liability Only	$0	$0
		$0	$0

Floater Limit	$0	Auto Values:	$12,051,739
EDP Limit	$0	Total Values:	$12,051,739
Extra Expense Limit	$0		

Auto Schedule

Report Printed: 06/08/2020 12:20 pm

Lawton Board of Education ISD#8

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
1	1984	GMC	Pickup		1GTDC14H3ES517593	$0
2	1989	Chevy	Pickup		1GCDC14HXKZ178916	$0
3	1989	Chevy	Pickup		1GCDC14H9KZ179099	$0
4	1989	Chevy	Pickup		1GCDC14H4KZ179138	$0
5	1988	Chevy	Pickup		1GCHR33N0JJ113055	$0
6	1981	Chevy	Pickup		1GBHK34M7BJ108516	$0
7	1989	Chevy	Pickup		1GCDC14H6KZ180596	$0
8	1990	International	Bus	59	1HVBBNEPOLH272005	$0
9	1990	International	Bus	59	1HVBBNEP4LH272007	$0
10	1990	International	Bus	59	1HVBBNEP6LH272008	$0
11	1990	International	Bus	59	1HVBBNEP5LH272002	$0
12	1990	International	Bus	59	1HVBBNEP4LH272010	$0
13	1990	International	Bus	59	1HVBBNEP6LH272011	$0
14	1990	International	Bus	59	1HVBBNEP1LH272014	$0
15	1990	International	Bus	59	1HVBBNEP3LH272015	$0
16	1990	International	Bus	59	1HVBBNEP2LH272023	$0
17	1990	International	Bus	59	1HVBBNEP4LH272024	$0
18	1990	International	Bus	59	1HVBBNEP6LH272025	$0
19	1990	International	Bus	59	1HVBBNEP8LH272026	$0
20	1990	International	Bus	59	1HVBBNEPXLH272027	$0
21	1990	International	Bus	59	1HVBBNEP1LH272028	$0
22	1990	International	Bus	59	1HVBBNEP1LH272031	$0
23	2002	Chevy	Bus	53	1GBG7T1C42J508932	$0
24	2002	Chevy	Bus	47	1GBG7T1C32J512535	$0
25	2002	Chevy	Bus	53	1GBG7T1C22J508816	$0
26	1995	International	Refrig. Truck		1HTSHAAR0SH612663	$0
27	1996	Ford	F150 Pickup		1FTEF15N7TNA24320	$0
28	1997	Ford	F800 Dump Truck		1FDWF80C2WVA16726	$0
29	1985	Bumper	Pull 5X12 Trailer		901109	$0
30	1997	Ford	F150 Pickup		1FTDF1762VKC90852	$0
31	1997	Ford	F150 Pickup		1FTDF1764VKC90853	$0
32	1997	Ford	F250 Pickup		3FTHF25H4VMA47810	$0
33	1997	Ford	F250 Pickup		3FTHF25H3VMA51539	$0
34	1997	Ford	F250 Pickup		3FTHF25HXVMA50419	$0
35	1997	Ford	F150 Pickup		1FTDF1720VKD58417	$0
36	1997	Ford	Ranger		1FTCR10A6VTA65085	$0
37	1997	Ford	F250 Pickup		3FTHF25G1VMA51496	$0
38	1998	International	Bluebird	72	1HVBBAAP6WH570805	$0
39	1997	Ford	F150 Pickup		1FTEF17W8VKD66806	$0
40	1998	Ford	F150 Pickup		1FTZF1727WNA17246	$0
41	1998	International	Bus	72	1HVBBAAP4WH569748	$0
42	1998	International	Bus	72	1HVBBAAP6WH569752	$0
43	1999	Ford	F250 Econoline Van		1FTNE24L9XHA70812	$0
44	1999	Ford	F250 Econoline Van		1FTNE24L9XHA70809	$0
45	1999	Ford	F350 Pickup		1FTSW30S5XEE37225	$0
46	1999	International	Bus	71	1HVBBAAP8XH204815	$0
47	1999	International	Bus	71	1HVBBAAP2XH204938	$0
48	1999	International	Bus	71	1HVBBAAP4XH204939	$0
49	1999	International	Bus	71	1HVBBAAP6XH204943	$0
50	2000	Ford	F150 Pickup		1FTRF17L6YNB21108	$0
51	1978	Kinggoos	Concession Trailer		5819314	$0
52	1975	Waymatic	Concession Trailer		69754	$0
53	1996	International	Bus	65	1HVBBAAP3TH310390	$0
54	1996	International	Bus	65	1HVBBAAP7TH310389	$0
55	1996	International	Bus	65	1HVBBAAP1TH373486	$0
56	1996	International	Bus	65	1HVBBAAPXTH373485	$0

Lawton Board of Education ISD#8

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
57	2001	Freightliner	Bus	65	4UZ3CFAA11CH38743	$0
58	2001	Freightliner	Bus	65	4UZ3CFAA31CH38744	$0
59	1995	WW	18X6 Cargo Carrier Trail		11WHC1828SW216816	$0
60	2001	Ford	F350 Pickup		3FTSW30L31MA55737	$0
61	2001	Ford	F350 Pickup		3FTSW30S61MA55738	$0
62	2001	Bluebird	Bus	47	1GBG7T1C1YJ527348	$0
63	2001	Bluebird	Bus	47	1GBG7T1C1YJ527124	$0
64	2001	Ford	D253 Cargo Van (C)		1FTNE24LO1HA27404	$0
65	2001	Chevy	Bus	53	1GBG7T1C9YJ527064	$0
66	2000	Ford	E350 Cargo Van (C)		1FTSE34L9YHB67910	$0
67	2002	Freightliner	FL60 Truck-Tractor		1FVABPAL62HJ53734	$0
68	2004	Chevy	C2500HD Pickup		1GCGC24U54Z204213	$0
69	2004	Chevy	C2500HD Pickup		1GCGC24UX4Z166364	$0
70	2004	Chevy	C2500HD Pickup		1GCGC24U14Z133690	$0
71	2004	Chevy	C2500HD Pickup		1GCGC24U84Z167626	$0
72	2001	International	Bus	65	1HVBBAAP51H398114	$0
73	2006	Sundowner Bum	Sunlite 18' Trailer		13SAY182361AA6801	$0
74	1997	International	Bus	65	1HVBBAAP4VH472953	$0
75	1997	International	Bus	65	1HVBBAAP6VH472954	$0
76	2009	Ford	Pickup		1FTRX12V09KA73324	$16,650
77	2010	Ford	F150 Pickup		1FTNF1CV5AKA57432	$15,674
78	2010	Ford	F150 Pickup		1FTNF1CV9AKA57434	$15,674
79	2010	Ford	F150 Pickup		1FTNF1CV3AKA57431	$15,674
80	2010	Ford	F150 Pickup		1FTNF1CV1AKA57430	$15,674
81	2011	Bluebird	Bus	71	1BAKGCPH7BF277692	$70,433
82	2011	Bluebird	Bus	71	1BAKGCPH9BF277693	$70,433
83	2011	Bluebird	Bus	71	1BAKGCPH0BF277694	$70,433
84	2011	Bluebird	Bus	71	1BAKGCPH2BF277695	$70,433
85	2011	Bluebird	Bus	71	1BAKGCPH4BF277696	$70,433
86	2011	Bluebird	Bus	71	1BAKGCPH6BF277697	$70,433
87	2011	Bluebird	Bus	71	1BAKGCPH8BF277698	$70,433
88	2011	Bluebird	Bus	71	1BAKGCPHXBF277699	$70,433
89	2011	Bluebird	Bus	71	1BAKGCPH2BF277700	$70,433
90	2011	Bluebird	Bus	71	1BAKGCPH4BF277701	$70,433
91	2002	Ford	Ranger		1FTYR10D82PB52801	$0
92	2011	International	Bus w/lift	54	4DRBUAAN5BB375219	$81,553
93	2011	International	Bus	35	4DRBUAAN6BB375228	$73,536
94	2011	International	Bus w/lift	54	4DRBUAAN1BB375220	$81,553
95	2011	International	Bus w/lift	54	4DRBUAAN3BB375221	$81,553
96	2011	International	Bus w/lift	54	4DRBUAAN5BB375222	$81,553
97	2011	International	Bus w/lift	54	4DRBUAAN7BB375223	$81,553
98	2012	International	Bus	71	4DRBUAAN7CB672204	$74,285
99	2012	International	Bus	71	4DRBUAAN3CB672202	$74,285
100	2012	International	Bus	71	4DRBUAANX3CB672200	$74,285
101	2012	International	Bus	71	4DRBUAAN5CB672203	$74,285
102	2012	International	Bus	71	4DRBUAAN1CB672201	$74,285
103	2012	International	Bus	71	4DRBUAAN5CB672198	$74,285
104	2012	International	Bus	71	4DRBUAAN7CB672199	$74,285
105	2012	Ford	F250		1FTBF2A68CEB08993	$20,672
106	2012	Ford	F250		1FTBF2A6XCEB08994	$20,672
107	2013	International	Bus	72	4DRBUAAN1DB155207	$74,285
108	2013	International	Bus	72	4DRBUAAN3DB155208	$74,285
109	2013	International	Bus	72	4DRBUAAN5DB155209	$74,285
110	2013	Bluebird	Bus	71	1BAKGCPHXDF291427	$74,869
111	2013	Bluebird	Bus	71	1BAKGCPH1DF291428	$74,869
112	2013	Bluebird	Bus	71	1BAKGCPH3DF291429	$74,869
113	2013	Bluebird	Bus	71	1BAKGCPHXDF291430	$74,869
114	2013	Bluebird	Bus	71	1BAKGCPH1DF291431	$74,869
115	2013	Bluebird	Bus	71	1BAKGCPH3DF291432	$74,869

Lawton Board of Education ISD#8

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
116	2013	Bluebird	Bus	71	1BAKGCPH9DF296053	$74,864
117	2013	Bluebird	Bus	71	1BAKGCPH9DF296054	$74,864
118	2014	International	Bus	46	4DRBWAAR5EB494972	$140,418
119	2014	International	Bus	46	4DRBWAAR3EB494971	$140,418
120	2014	International	Bus	71	4DRB4AAAP8EB785163	$76,208
121	2014	International	Bus	71	4DRBUAAPXEB785164	$76,208
122	2014	International	Bus	71	4DRBUAAP3EB785166	$76,208
123	2014	International	Bus	71	4DRBUAAP7EB785168	$76,208
124	2014	International	Bus	71	4DRBUAAP5EB785167	$76,208
125	2014	International	Bus	71	4DRBUAAP1EB785165	$76,208
126	2014	Bluebird	Diesel Activity Bus	46	1BABNBCA3FF306426	$146,862
127	2014	Bluebird	Diesel Activity Bus	46	1BABNBCA5FF306427	$146,862
128	2015	Thomas	Bus w/Lift	48	4UZABRDU9FCGH5783	$88,664
129	2015	Thomas	Bus w/Lift	48	4UZABRDU2FCGH5785	$88,664
130	2015	Thomas	Bus w/Lift	48	4UZABRDU0FCGH5784	$88,664
131	2015	Thomas	Bus w/Lift	48	4UZABRDU4FCGH5786	$88,664
132	2015	Thomas	Bus w/Lift	48	4UZABRDU6FCGH5787	$88,664
133	2015	Thomas	Bus	53	4UZABRDU5FCGH5778	$73,453
134	2015	Thomas	Bus	53	4UZABRDU3FCGH5777	$73,453
135	2015	Thomas	Bus	53	4UZABRDU7FCGH5779	$73,453
136	2015	Thomas	Bus	53	4UZABRDU3FCGH5780	$73,453
137	2015	Thomas	Bus	71	4UZABRDU5FCGH5781	$76,289
138	2015	Thomas	Bus	71	4UZABRDU7FCGH5782	$76,289
139	2014	Dodge	Ram 2500		3345/Liability Only	$0
140	2000	S&H	16' MHS Band Trailer		140KB12D6YA039623	$4,000
141	2007	Pace	24' MHS Band Trailer		47ZWB242X6X043034	$7,000
142	2015	Bluebird	Bus	71	1BAKGCPH8FF309989	$77,989
143	2015	Bluebird	Bus	71	1BAKGCPH4FF309990	$77,989
144	2015	Bluebird	Bus	71	1BAKGCPH6FF309991	$77,989
145	2015	Bluebird	Bus	71	1BAKGCPH8FF309992	$77,989
146	2015	Bluebird	Bus	71	1BAKGCPHXFF309993	$77,989
147	2015	Bluebird	Bus	71	1BAKGCPH1FF309994	$77,989
148	2015	Bluebird	Bus	71	1BAKGCPH3FF309995	$77,989
149	2015	Bluebird	Bus	71	1BAKGCPH5FF309996	$77,989
150	2015	Bluebird	Bus	71	1BAKGCPH7FF309997	$77,989
151	2015	Bluebird	Bus	71	1BAKGCPH1FF310000	$77,239
152	2015	Bluebird	Bus	71	1BAKGCPH5FF310002	$77,239
153	2015	Bluebird	Bus	71	1BAKGCPH7FF310003	$77,239
154	2015	Bluebird	Bus	71	1BAKGCPH9FF310004	$77,239
155	2015	Ford	Transit Van		1FTNR2XM3FKB05855	$26,925
156	2015	Ford	Transit Van		1FTNR2XM5FKB05856	$26,925
157	2015	Ford	F150 Pickup		1FTEWICF9FFC15683	$24,839
158	2015	Ford	F150 Pickup		1FTEWICF0FFC15684	$24,839
159	2015	Ford	F350 1 T Pickup		1FT8W3A64GEA52699	$27,714
160	2015	Ford	F350 1 T Pickup		1FT8W3A67GEA59579	$27,714
161	2015	18 Ft. Flatbed	Trailer		JT81777TXEKRAC629	$3,250
162	2015	18 Ft. Flatbed	Trailer		JT81777TXEKRAC630	$3,250
163	2015	18 Ft. Flatbed	Trailer		JT81777TXEKRAC631	$3,250
164	2016	Thomas	Activity Bus	46	1T7Y84E23G1094489	$145,282
165	2016	Thomas	Activity Bus	46	1T7Y84E21G1094488	$145,282
166	2012	Dodge	Charger (Police Veh.)		2C3CDXAT4CH205277	$15,400
167	2015	Bluebird	Bus	71	1BAKGCPH4FF310055	$77,899
168	2015	Blueburd	Bus	53	1BAKCCPH9FF309978	$75,927
169	2015	Blueburd	Bus	53	1BAKCCPH0FF309979	$75,927
170	2016	Ford	F350 Pickup		1FT8W3A6XGEA72746	$27,714
171	2015	Dodge	Grand Caravan		2C4RDGBG4FR713724	$22,443
172	2015	Dodge	Grand Caravan		2C4RDGBG6FR713725	$22,443
173	2015	Dodge	Grand Caravan		2C4RDGBG1FR724468	$22,443
174	2015	Dodge	Grand Caravan		2C4RDGBG5FR724554	$22,443

Lawton Board of Education ISD#8

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
175	2015	Dodge	Grand Caravan		2C4RDGBG2FR747502	$22,443
176	2015	Dodge	Grand Caravan		2C4RDGBG6FR748846	$22,443
177	2015	Ford	F550 Bucket Truck		1FDUF5GT8FEA14278	$89,048
178	2016	Ford	SVG F550 Refrigerated		1FDUF5GT2GEA84683	$71,833
179	2016	Bluebird	Bus	53	1BAKCCPHOGF321907	$77,851
180	2016	Bluebird	Bus	53	1BAKCCPH5GF324236	$77,851
181	2016	Bluebird	Bus	53	1BAKCCPH7GF324237	$77,851
182	2017	Thomas	Bus w/Lift	48	4UZABRDU2HCHN6633	$93,360
183	2017	Thomas	Bus w/Lift	48	4UZABRDU4HCHN6634	$93,360
184	2016	Ford	Econoline/Mini Van		1FDFE4FS5GDC07364	$54,972
185	2016	Ford	Econoline/Mini Van		1FDFE4FS1GDC07362	$54,972
186	2016	Ford	Econoline/Mini Van		1FDFE4FS9GDC07366	$54,972
187	2016	Ford	Econoline/Mini Van		1FDFE4FS3GDC07363	$54,972
188	2016	Ford	Econoline/Mini Van		1FDFE4FS7GDC07365	$54,972
189	2016	Bluebird	Bus	71	1BAKGCPH6HF325580	$79,473
190	2016	Bluebird	Bus	71	1BAKGCPHXHF325579	$79,473
191	2016	Bluebird	Bus	71	1BAKGCPH8HF325578	$79,473
192	2014	Dodge	Charger/Police Veh		2C3CDXKT8EH288441	$19,400
193	2014	Dodge	Charger/Police Veh		2C3CDXAT4EH279124	$19,400
194	2017	Thomas Freightli	Bus	71	4UZABRDU1HCHS5809	$77,617
195	2017	Thomas Freightli	Bus	71	4UZABRDUXHCHS5811	$77,617
196	2017	Thomas Freightli	Bus	71	4UZABRDU8HCHS5810	$77,617
197	2017	Thomas Freightli	Bus	71	4UZABRDU8HCHS6066	$77,617
198	2017	Thomas Freightli	Bus	71	4UZABRDUXHCHS6067	$77,617
199	2015	Bluebird	Bus w/Lift	53	1BAKCCPH4FF306423	$88,255
200	2018	Bluebird	Bus w/Lift	53	1BAKCCPH2JF336688	$94,776
201	2016	Ford	Bus	14	1FDFE4FS6GDC05753	$55,679
202	2016	Ford	Bus	14	1FDFE4FS8GDC05754	$55,679
203	1989	Chevy	1/2 T Pickup		1GCDC14H9KZ182150	$0
204	2018	Bluebird	Bus	71	1BAKGCPHXJF337379	$77,135
205	2018	Bluebird	Bus	71	1BAKGCPH6JF337380	$77,135
206	2018	Bluebird	Bus	71	1BAKGCPH1JF337383	$77,135
207	2018	Bluebird	Bus	71	1BAKGCPH8JF337381	$77,135
208	2018	Bluebird	Bus	71	1BAKGCPH8JF337382	$77,135
209	2018	Bluebird	Bus	71	1BAKGCPH3JF337384	$77,135
210	2018	Bluebird	Bus	71	1BAKGCPH5JF337385	$77,135
211	2013	Ford	Explorer Interceptor w/Li		1FM5K8AR8DGA89904	$11,400
212	2013	Ford	Interceptor Sedan w/Ligh		1FAHP2M84DG150710	$9,900
213	2011	Ford	Edge		2FMDK3KC3BBA75518	$0
214	2018	Bluebird	Bus	71	1BAKGCSH7JF345169	$76,383
215	2018	Bluebird	Bus	71	1BAKGCSH7JF345172	$76,383
216	2018	Bluebird	Bus	71	1BAKGCSH9JF345173	$76,383
217	2018	Bluebird	Bus	71	1BAKGCSH3JF345170	$76,383
218	2018	Bluebird	Bus	71	1BAKGCSH1JF345166	$76,383
219	2018	Bluebird	Bus	71	1BAKGCSH5JF345171	$76,383
220	2018	Bluebird	Bus	71	1BAKGCSH5JF345168	$76,383
221	2018	Bluebird	Bus	71	1BAKGCSH3JF345167	$76,383
222	2015	Kaufman	Flatbed Trailer		5SHFH2336FB001238	$5,990
223	1989	Chevrolet	1/2 T Pickup		1GCDC14H4K180211	$0
224	1998	Chevrolet	Crew Cab Pickup		1GCGC33R7WF056010	$0
225	1989	Chevrolet	1/2 T Pickup		1GCDC14H3KZ179843	$0
226		Model WS58HD	5 x 12 Cargo Trailer		47ZFB08185X037754	$1,300
227	2019	Bluebird	Bus	71	1BAKGCSH5KF352591	$77,707
228	2019	Bluebird	Bus	71	1BAKGCSH0KF352594	$77,707
229	2019	Bluebird	Bus	71	1BAKGCSH5KF352588	$77,707
230	2019	Bluebird	Bus	71	1BAKGCSH4KF352596	$77,707
231	2019	Bluebird	Bus	71	1BAKGCSH3KF352587	$77,707
232	2019	Bluebird	Bus	71	1BAKGCSH3KF352590	$77,707
233	2019	Bluebird	Bus	71	1BAKGCSH7KF352589	$77,707

Lawton Board of Education ISD#8

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
234	2019	Bluebird	Bus	71	1BAKGCSH7KF352592	$77,707
235	2019	Bluebird	Bus	71	1BAKGCSH0KF352593	$77,707
236	2019	Bluebird	Bus	71	1BAKGCSH1KF348022	$87,226
237	2019	Bluebird	Bus	71	1BAKGCSH2KF352595	$77,707
238	2019	Bluebird	Bus w/Lift	53	1BAKCCSH5KF356877	$95,952
239	2019	Bluebird	Bus w/Lift	53	1BAKCCSH9KF356879	$95,952
240	2019	Bluebird	Bus w/Lift	53	1BAKCCSH7KF356878	$95,952
241	2019	Bluebird	Bus w/Lift	53	1BAKCCSH3KF356876	$95,952
242	2016	Ford	Explorer		1FM5K8AR2GGB88707	$23,000
243	2017	Ford	Explorer		1FM5K8AR7HGS58240	$26,000
244	2017	Ford	Explorer		1FM5K8AR8HGE02178	$26,000
245	2017	Ford	Explorer		1FM5K8AR2HGB65167	$26,000
246	2018	Dodge	Ram Crew Cab Pickup		3C6UR5CLXJG329075	$0
247	2018	Sundowner	Sunlite Stock Trailer		13SKJ3228J1KB5129	$23,995
248		Cameras	Inst On Buses			$288,000
249		GPS Zonar Syst	Inst on Buses			$54,900
250	2020	Bluebird	Bus	71	1BAKGCSH2LF366269	$80,995
251	2020	Bluebird	Bus	71	1BAKGCSH2LF366272	$80,995
252	2020	Bluebird	Bus	71	1BAKGCSHOLF366268	$80,995
253	2020	Bluebird	Bus	71	1BAKGCSH9LF366270	$80,995
254	2020	Bluebird	Bus	71	1BAKGCSHOLF366271	$80,995
255	2011	Dodge	Ram Pickup/Leased		G570126	$0
256	2021	Bluebird	Bus	53	1BAKCCEH8MF369184	$93,807
257	2021	Bluebird	Bus	53	1BAKCCEHXMF369185	$93,807
258	2019	Ford	Refrigerated Truck		1FDNF6DC8KDF03052	$114,117
259	2020	Cimarron	Lonestar Stock Trailer		5PASG2422LC012778	$20,414
260	2020	Cimarron	Showstar Stock Trailer		5PASG2424LC012779	$24,163
261	2020	Ram	Promaster Cargo Van	2	3C6TRVDG0LE107902	$36,507
262	2020	Ram	Promaster Cargo Van	2	3C6TRVDG0LE110699	$36,507
263	2018	Ford	F150		1FTMF1CB7JKD68037	$19,284
264	2018	Ford	F150		1FTMF1CB5JFC01071	$19,285
265	2018	Ford	F150		1FTMF1CB6JKF55530	$19,285

Total Value of All Autos for Lawton Board of Education ISD#8: **$12,051,739**

Revised

OSIG
Oklahoma Schools Insurance Group

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 18 years, OSIG's membership has grown to 449 and the program insures more than $16 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. Our singular mission is to provide quality insurance coverage and service to our members. OSIG's mission statement is

> ***"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 & Company 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 sticking 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.

P. O. Box 3068
Tulsa, OK 74101-3068
Phone 918-764-1686 ▪ Toll Free 866-444-0061

OSIG
Oklahoma Schools Insurance Group

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Financial Strength

OSIG is financially solid 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 6/30/19 was more than $11.8 million and our assets were more than $27 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. If your insurer can't pay their claims, then the policy is a worthless stack of paper.

Statement of Net Assets	
As of 6/30/19	
Cash	$ 23,003,506
Other Assets	$ 4,869,745
Total Assets	$ 27,873,251
Notes Payable	$ -
Other Liabilities	$ 16,028,582
Total Liabilities	$ 16,028,582
Total Net Assets/Surplus	$ 11,844,669

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. Click on Interlocals under the Quick Links section of the home page. Your school's auditor can help in analyzing the statements.

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OSIG
Oklahoma Schools Insurance Group

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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 $500,000,000 for property losses and $1,000,000 for liability claims in each and every occurrence. 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.

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OSIG
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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.

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 7/1/20
Installment #2	1/3 of total	due 8/1/20
Installment #3	1/3 of total	due 9/1/20

A 25% minimum earned premium applies.

Risk Management And Loss Control Tools

Loss Control Site Consultation
StopIt Anonymous Incident Reporting Mobile App & Web App
Risk Management focused website www.osig.org
Examples of Online training:
Free of charge to all members of OSIG
Online 24/7 access to training
Training modules include:

- Promoting Child Safe Environments - two training platforms
  (Fulfills legislative mandate for child abuse awareness training)
- Workplace Harassment Prevention
- Short Term International Programs
- Teaching Science Safely
- Contracting and Risk Allocation
- Driver Safety
- Youth Athletics
- Crisis Response Planning

P. O. Box 3068
Tulsa, OK 74101-3068
Phone 918-764-1686 • Toll Free 866-444-0061

OSIG
Oklahoma Schools Insurance Group

Revised

Contacts For Questions

Coverage Questions

Your Local Agent or:

Jennifer McKenzie
Arthur J. Gallagher Risk Management Services Inc. - Tulsa
1300 South Main
Tulsa, OK 74119
Phone: 918-764-7137
Toll-Free: 866-444-0061
Fax: 866-420-0695
Email: jennifer_mckenzie@ajg.com

Eastern Oklahoma Schools (East of I-35)
Guy Griggs
Keystone Insurance
11 East Broadway
Sand Springs, OK 74063
Phone: 918-245-2558
Fax: 918-245-8553
Email: guy.griggs@insurica.com

General Program Questions

David Martin
Executive Director
P O Box 3068
Tulsa, OK 74101
Phone: 918-688-1056
Fax: 866-420-0695

OSIG Board Members

Terry Davidson - Chairman	Comanche Schools	(580) 439-2900
Rick Thomas - Vice Chairman	Skiatook Schools	(918) 396-1792
Dr. John Cox - Treasurer	Peggs Schools	(918) 598-3412
Dusty Ricks - Secretary	Mid America Technology Center	(405) 449-3391
Randy Hughes - Member	McAlester Schools	(918) 423-4771
Brad Overton - Member	Cordell Schools	(580) 832-3220
Sherry Durkee - Member	Sand Springs Schools	(918) 246-1406

Resolution of Lawton Board of Education ISD#8 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, Lawton Board of Education ISD#8 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 2020/2021 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby 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, Lawton Board of Education ISD#8 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: _____ **Lawton Board of Education ISD#8**

_____

By: President, Board of Education

ATTEST:

_____

Clerk, Board of Education

Oklahoma Schools Insurance Group

Financial Report
June 30, 2019 and 2018

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

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Independent Auditor's Report

The Board of Trustees
Oklahoma Schools Insurance Group

Report on the Financial Statements

We have audited the accompanying financial statements of Oklahoma Schools Insurance Group, which comprise the statements of net position, as of June 30, 2019 and 2018, and the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oklahoma Schools Insurance Group as of June 30, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and loss development information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

RSM US LLP

Oklahoma City, Oklahoma
November 11, 2019

Oklahoma Schools Insurance Group

Management's Discussion and Analysis

The following Management's Discussion and Analysis (MD&A) of the activities and financial performance of Oklahoma Schools Insurance Group (OSIG) provides an introduction to the financial statements for the years ended June 30, 2019 and 2018.

OSIG, established in July 2001, is an Interlocal Cooperation Act Agency of schools offering membership to public school districts in Oklahoma, with a mission to provide quality, cost effective, risk management products and services to its member school districts.

Financial and Activity Highlights

	Years Ended June 30		
	2019	2018	2017
Member schools at beginning of year	375	377	349
Member schools added (lost) during the year, net	25	(2)	28
Total member schools, end of year	400	375	377
Member contributions	$ 32,872,092	$ 26,291,720	$ 25,448,903
Member distributions	1,478,521	-	-

During the years ended June 30, 2019, 2018, and 2017 net position increased (decreased) $23,333, $636,127 and $(1,481,313), respectively. These changes are a direct result of claim experience, the benefit of excess insurance policies protecting against large claim losses and investment income. In years ended June 30, 2019, 2018 and 2017, OSIG declared $1,478,521, $-0- and $-0- distributions to the members.

The school superintendents who serve on the OSIG Board of Trustees have played an integral part in the formation and critical decisions of OSIG. All member schools have a voice in OSIG. It is a school-owned program, run by its members and in business solely to serve Oklahoma schools.

OSIG operates under the open meeting act similar to school districts. OSIG has several committees comprised of school superintendents from the Board of Trustees and welcomes anyone who wants to serve on those committees. In addition to the property and casualty insurance program available to OSIG members, OSIG offers online training programs in the areas of child safety and child sexual abuse prevention and various employment practices liability issues to its member schools. Additional services may be added in the future. As of June 30, 2019, OSIG has 400 member school districts.

Board of Trustees:

- Terry Davidson—Superintendent—Comanche Public Schools
- Rick Thomas—Superintendent—Skiatook Public Schools
- Dusty Ricks—Superintendent—Mid America Technology Center
- Brad Overton—Superintendent—Cordell Schools
- Randy Hughes—Superintendent—McAlester Schools
- John Cox—Superintendent—Peggs Schools
- Sherry Durkee—Superintendent—Sand Springs Public Schools

Executive director: David Martin

Financial and Activity Highlights (Continued)

Program administrators: Arthur J. Gallagher Risk Management Services, Inc.:

- Wally Bryce—national vice president business development
- Jay Eshelman—regional president
- Chris Mangum—area president
- Jennifer McKenzie—program manager
- Morgan McDonald – senior customer service representative
- Susan Sullivan—administrative assistant
- Roger Johnson—independent loss control consultant
- Marty Martin—independent loss control consultant

Claims administrators: Alternative Service Concepts, LLC:

- Richard Hall—senior liability claims adjuster
- Lacrista Medina—liability claims adjuster

Accounting and assurance services:

- Hogan and Taylor, L.L.P. (accounting services)
- RSM US LLP (audit services)
- Select Actuarial Services (actuarial services)

Insurance coverage and carriers:

Coverage	Insurance Company	AM BEST Financial Rating
Buildings and contents	Alliant Property Insurance Program	A-VIII to A++XV
Automobile physical damage	Alliant Property Insurance Program	A-VIII to A++XV
Cyber liability	Alliant Property Insurance Program	A-VIII to A++XV
Boiler and machinery	Travelers Property & Casualty	A++ XV
General liability	United Educators Insurance Company	A IX
Automobile liability	United Educators Insurance Company	A IX
Educators legal liability	United Educators Insurance Company	A IX
Umbrella liability	United Educators Insurance Company	A IX
Pollution	Illinois Union Insurance Company	A++XV
School violent act protection	Self-funded	N/A
Crime	Self-funded	N/A

Mission statement: The mission of Oklahoma Schools Insurance Group (OSIG) is to provide quality, cost effective, risk management products and services to member schools.

Overview of the Financial Statements

This report consists of the MD&A (this part), the statements of net position, the statements of revenues, expenses and changes in net position and the statements of cash flows. These statements provide financial information on OSIG as a whole.

These statements include all assets and liabilities using the accrual basis of accounting, which is consistent with the accounting used by private-sector institutions. All of the current year's revenues and expenses are recognized when earned or incurred, regardless of when cash is received or paid. Capital assets are capitalized and depreciated over their useful lives.

This financial report is designed to provide member school districts, creditors and suppliers with a general overview of OSIG's finances.

The statements of net position: The statements of net position and the statements of revenues, expenses and changes in net position report OSIG's net position and how it has changed over the stated period. Net position, the difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources, is one measure of OSIG's financial health or position. OSIG has no deferred outflows or inflows at June 30, 2019, 2018 or 2017. The following summarizes OSIG's assets, liabilities and net position as of June 30, 2019, 2018 and 2017:

	As of June 30		
	2019	2018	2017
Assets:			
Cash, cash equivalents and investments	$ 23,003,506	$ 24,390,499	$ 20,276,093
Reinsurance receivable	4,787,340	961,957	619,729
Other	82,405	564,364	80,797
Total assets	$ 27,873,251	$ 25,916,820	$ 20,976,619
Liabilities:			
Unpaid losses and loss adjustment expenses	$ 12,724,860	$ 10,870,371	$ 8,074,359
Prepaid member contributions	1,768,368	1,623,772	1,635,182
Other	1,535,354	1,601,341	81,959
Total liabilities	$ 16,028,582	$ 14,095,484	$ 9,791,500
Net position:			
Investment in capital assets	$ -	$ 13	$ 165
Unrestricted	11,844,669	11,821,323	11,184,954
Total net position	$ 11,844,669	$ 11,821,336	$ 11,185,119

Overview of the Financial Statements (Continued)

The statements of revenues, expenses and changes in net position: The following summarizes OSIG's statements of revenues, expenses and changes in net position for the years ended June 30, 2019, 2018 and 2017:

	Years Ended June 30		
	2019	2018	2017
Operating revenues:			
Member contributions	$ 32,872,092	$ 26,291,720	$ 25,448,903
Operating expenses:			
Losses and loss adjustment expenses	9,950,688	8,931,545	9,966,761
Insurance premiums	15,352,691	11,204,265	11,652,147
Agent commissions	3,175,125	2,631,850	2,545,495
Management fees	2,629,767	2,103,338	2,048,853
Claims administration fees	588,769	617,000	517,423
Risk management services	137,512	-	-
Other expenses	289,281	298,942	287,143
Total operating expenses	32,123,833	25,786,940	27,017,822
Operating income (loss)	748,259	504,780	(1,568,919)
Nonoperating revenues:			
Investment income	474,913	318,870	231,647
Net change in fair value of investments	278,682	(187,433)	(144,041)
Net nonoperating revenues	753,595	131,437	87,606
Distributions to members	1,478,521	-	-
Change in net position	23,333	636,217	(1,481,313)
Net position at beginning of year	11,821,336	11,185,119	12,666,432
Net position at end of year	$ 11,844,669	$ 11,821,336	$ 11,185,119

All of OSIG's operating revenue is related to the receipt of member contributions from OSIG's member school districts. OSIG's operating expenses primarily relate to insurance premiums, claims losses and loss adjustment expenses, agent commissions, management fees and claims administration fees. The nonoperating revenues are comprised of investment income and the net change in fair value of investments.

Active Assailant Quote Proposal

Sent: Thursday, June 4, 2020 3:48 PM
To: Guy Griggs <Guy.Griggs@INSURICA.com>; Pam Tyson <Pam.Tyson@INSURICA.com>
Cc: Heather Dale <hdale@alliantspecialty.com>; Katy Burke <kburke@alliantspecialty.com>; Aida Uranga <Aida.Uranga@alliant.com>
Subject: 06-04-20 - 1 - Lawton BOE - Active Assailant Renl Quote to CB

Hi Pam/Guy,

We are pleased to advise we have obtained renewal terms on the active assailant cover as detailed below:

Insured: Lawton Board of Education
Limit: USD1,000,000 (for 100%) per occurrence and in the annual aggregate / If eroded during the policy year then one Free Reinstatement at Nil Additional Premium
Deductible: USD10,000 per occurrence except from Denial of Access which is 12 hours
Total Insured Value: 701,802,980 (as per the SOV attached)
Premium: $8,000 (100%) Annual Plus Taxes and Stamping Fee of $480.00
Total Premium: $8,480

Wording: To be agreed – based on expiry being PJ1900104
Subjectivities: Subject to no threats or losses

Thank you,

Monica Y. Krause
Account Manager
Public Entity Program
Alliant Underwriting Solutions

PO Box 609015
San Diego, CA 92160

(D): 858.505.4005
(C): 858.230.5101
(F): 858.836.6922
www.alliant.com

CA License No. 0C36861

SCHEDULE

Unique Market Reference:	B0180PJ1900104
Perils Insured:	**ACTIVE ASSAILANT**, as detailed in the Policy Wording.
Insured's Name and Mailing Address:	**Lawton Board of Education** its affiliated, subsidiary, and associated companies and/or corporations and the Insured's interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party or interest which the Insured is responsible to insure, as detailed in the Policy Wording. **Address:** PO Box 1009, Lawton, OK 73502
Period of Insurance:	From: To: both days at 12.01 a.m. Standard Time at the location of the property Insured.
Interest:	To Indemnify the Insured for loss or damage resulting from Insured Events, to all Real and Personal property of the Insured including Time Element, as defined in the Policy Wording
Territory:	As per Schedule.
Sum Insured:	USD1,000,000 (for 100%) per occurrence and in the annual aggregate. **WHICH IN TURN EXCESS OF:** USD10,000 per occurrence except from Denial of Access which is 12 hours If the above Sum Insured is eroded during the policy year then one Free Reinstatement at Nil Additional Premium
Conditions:	Policy Wording being the AXA XL Active Assailant Stand Alone Policy Wording attached. Sanctions Limitations and Exclusion Clause (LMA 3100) California Surplus Lines Notice (LMA 9098a) to apply (Re)Insurers Liability Clause (LMA 3333), as attached. 90 Days Cancellation Clause, other than 15 days as respects non-payment of premium hereunder as per the provisions of the Premium Payment Clause (LSW 3000 amended). Lines Clause (NMA 2419)
Exclusions:	As detailed in the attached Policy Wording

EL 10/6/19.

Notification of Claims to:	Alliant Insurance Services, Inc., Attention: Claims Department, 100 Pine Street, 11th Floor, San Francisco, California 94111, U.S.A. Toll Free Voice: (877) 725-7695 Fax: (415) 403 1466
Notices:	None.
Conditions Precedent:	None, other than as may exist in the policy wording or attached clauses.
Express Warranties:	None, other than as may exist in the policy wording or attached clauses.
Subjectivities:	None, other than as may exist in the policy wording or attached clauses.
Choice of Law and Jurisdiction:	**GOVERNING LAW:** This contract shall be governed and construed in accordance with California state law in the event of a dispute hereunder. As stated in the Service of Suit clause within attached Policy Wording, naming: FLWA Service Corp, c/o Floey and Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520 as Persons or Firms Authorized to Accept Service of Suit
Premium:	USD 8,000 (100%) Annual. Surplus Lines Tax @ 4% $ 8480.
Premium Payment Terms:	LSW 3000 amended as attached
Taxes Payable by the Insured and Administered by Insurers:	None applicable.
Recording, Transmitting & Storing Information:	Where RKH Specialty maintains risk and claim data/information/documents RKH Specialty may hold data/information/documents electronically.
Insurer Contract Documentation:	This document details the contract terms entered into by the Insurer(s), and constitutes the contract document. For contract changes the Contract Endorsement(s) signed by Insurer(s) shall form the evidence of changes agreed. This contract is subject to US State surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the (Re)Insured's. In the event that the surplus lines notice is not affixed to the contract document the (Re)Insured's should contact the surplus lines broker.

KC
10/6/19.

SCHEDULE OF SUB-LIMITS OF LIABILITY (FOR 100%) TO APPLY PER OCCURRENCE (FOR 100%) UNLESS INDICATED OTHERWISE

Item	Sub-Limit of Liability	Coverage Description
A	25% of the Overall Limit of Liability subject to a maximum limit of USD 5,000,000 in the aggregate for the policy period	Denial of Access
B	USD100,000	Public Relations Consultancy Costs
C	USD10,000 per person	Counseling Costs
D	USD10,000 per person	Medical Expenses
E	USD10,000 per person	Employee Retraining Costs
F	USD25,000	Security Costs
G	180 days	Indemnity Period
H	USD25,000 per person	Funeral and Burial Costs
I	USD50,000 per occurrence	Memorial Mass and Anniversary Service

Each sub-limit is part of the Overall Limit of Liability and not in addition to it

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED

10/8/19

ACTIVE ASSAILANT STAND ALONE POLICY WORDING

1 Coverage

The **Insurers** will indemnify the **Insured** up to the Overall Limit of Liability for the following losses occurring during the **Policy Period:**

1.1 **Property Damage**

Damage to **Property Insured** at the **Premises** used in connection with the **Business**, solely and directly caused by an **Active Assailant Event** occurring during the **Policy Period.**

1.2 **Business Interruption**

Business Interruption Loss and **Extra Expenses** at the **Premises** during the **Period of Restoration** solely and directly resulting from:

(a) **Damage** to **Property Insured** covered by 1.1 above; and/or

(b) bodily injury or death solely and directly caused by an **Active Assailant Event** occurring at the **Premises** and during the **Policy Period**; and/or

(c) a determination by the **Relevant Authority** that, in consequence of an **Active Assailant Event** occurring at the **Premises** during the **Policy Period**, the **Insured's** operations conducted at the **Premises** must be temporarily or permanently ceased in whole or in part; and/or

(d) **Ingress/Egress**; and/or

(e) an **Active Assailant Event** occurring within three hundred and fifty (350) feet of the **Premises** during the **Policy Period.**

1.3 **Additional Special Coverages**

The following extra costs and expenses (provided they are reasonable and necessary), solely and directly caused by an **Active Assailant Event** or **Ingress/Egress** occurring within three hundred and fifty (350) feet of the **Premises** during the **Policy Period**, incurred by the **Insured:**

(a) **Public Relations Consultancy Costs**

Reasonable and necessary public relations consultancy costs incurred with an **Insurer**-approved public relations consultant, to mitigate the adverse effects of the **Active Assailant Event** on the **Insured's Business**. Limited to a maximum of USD 100,000, and applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event.**

(b) **Relocation Expenses**

Relocation expenses for the **Employees** and contractors of the **Insured** for the purpose of relocation within the country where the **Active Assailant Event** first occurred, applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event.**

(c) **Counselling Costs**

Counselling and/or psychiatric care costs to mitigate the adverse effects of the **Active Assailant Event** for any **Employee**, visitor, customer, contractor, student and/or patient of the Insured physically present during the **Active Assailant Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within twenty four (24) months of the **Active Assailant Event.**

12/6/19

(d) **Medical Expenses**

Medical expenses (other than counselling and/or psychiatric care costs) to mitigate the adverse effects of the **Active Assailant Event** for any **Employee**, visitor, customer, contractor, student and/or patient of the **Insured** physically present during the **Active Assailant Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within thirty (30) days of the **Active Assailant Event**.

(e) **Employee Retraining Costs**

Job retraining costs for **Employees** physically present during and injured as a result of the **Active Assailant Event**, limited to a maximum of USD 10,000 per person, and applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event**.

(f) **Replacement Employee Recruitment Costs**

Recruitment costs to replace **Employees** physically present during and unable to continue working as a result of the **Active Assailant Event**, applicable only to such costs incurred within ninety (90) days of the **Active Assailant Event**.

(g) **Security Costs**

Security costs for security measures to mitigate the adverse effects of the **Active Assailant Event** provided by an **Insurer**-approved security consultant. Limited to a maximum of USD 25,000, and applicable only to such costs incurred within thirty (30) days of the **Active Assailant Event**.

(h) **Other Expenses**

Any other costs incurred with the prior written consent of the **Insurer** to mitigate the adverse effects of the **Active Assailant Event**.

2. Definitions

2.1 **Active Assailant** means a person or group of persons actively engaged in killing or attempting to kill or cause serious bodily injury to a person or group of persons.

2.2 **Active Assailant Event** means:

(a) a premeditated malicious physical attack by an **Active Assailant** who is physically present and armed with a **Hand-Held Weapon**; and

(b) any action of the **Relevant Authority** taken in suppressing, controlling or minimising the immediate consequences of such an attack;

which causes **Damage** and/or bodily injury or death, and which affects three (3) or more persons (other than the **Active Assailant**) physically present during the attack.

2.3 **Business** means the **Insured's** business activities described on the Schedule.

2.4 **Business Interruption Loss** means the actual loss sustained by the **Insured** during the **Period of Restoration** resulting directly from the reasonable and necessary interruption of business at the **Premises**, but not exceeding the reduction in **Gross Earnings** less charges and expenses which are not necessarily incurred during the interruption of the business.

2.5 **Damage** means physical loss, physical destruction or physical damage.

2.6 **Employee** means:

(a) a person under a contract of employment or contract of service or apprenticeship with the **Insured**;

(b) a person deemed to be an employee under any workers' compensation, unemployment compensation, social security, disability or similar laws; or

(c) any volunteer or person undertaking work experience with the **Insured**;

working for and under the control of the **Insured** in connection with the **Business**.

10/6/19

2.7 **Extra Expense** means the expenses that are reasonably and necessarily incurred for the purpose of reducing the **Business Interruption Loss** and such expenses, in excess of normal, as would necessarily be incurred in replacing any **Finished Stock** used by the **Insured** to reduce the **Business Interruption Loss**. **Extra Expense** is limited to the excess (if any) of the total cost during the **Period of Restoration** chargeable to the conduct of the **Insured**'s business over and above the total cost that would normally have been incurred to conduct the **Insured**'s business during the same period had no loss or **Damage** occurred

This provision applies in respect of any one **Occurrence** regardless of the number of locations or **Properties Insured** requiring **Extra Expense.**

2.8 **Finished Stock** means stock manufactured by the **Insured** which in the ordinary course of the **Insured**'s businesses ready for packing, shipment or sale. For purpose of **Gross Earnings** calculations, **Finished Stock** means the value of **Raw Stock** and labor expenses, plus the proper proportion of manufacturing overhead charges.

2.9 **Gross Earnings** means for the assessment of premium and for adjustment in the event of loss, the sum of:

1. Total net sales value of production or sales of **Merchandise**; and
2. Other earnings derived from the operations of the **Insured**'s business;

less the cost of:

3. **Raw Stock** from which production is derived;
4. Supplies consisting of materials consumed directly in the conversion of such **Raw Stock** into **Finished Stock**, or in supplying the services sold by the **Insured**;
5. **Merchandise** sold including packaging materials therefor;
6. Materials and supplies consumed directly in supplying the service(s) sold by the **Insured**;
7. Service(s) purchased from outsiders (not employees of the **Insured**) for resale which do not continue under contract; and
8. The difference between the cost of production and the net selling price of **Finished Stock** which has been sold but not delivered.

No other costs shall be deducted in determining **Gross Earnings**.

In determining **Gross Earnings** due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2.10 **Hand-Held Weapon** means any hand-held instrument or hand-held explosive device or explosive device worn on the body that is used by the **Active Assailant** to cause direct physical loss or physical damage and/or bodily injury or death. Hand-Held Weapon includes any **Road Vehicle** that is used by the **Active Assailant** to cause, and is occupied by the **Active Assailant** at the time of, **Damage** and/or bodily injury or death.

2.11 **Indemnity Period** means one hundred and eighty (180) days from the start of an **Active Assailant Event**.

2.12 **Ingress/Egress** means a determination by the **Relevant Authority** that, in consequence of an **Active Assailant Event** occurring within one thousand five hundred (1,500) feet of the **Premises** during the **Policy Period**, the **Insured**'s operations conducted at the **Premises** must be temporarily or permanently ceased in whole or in part.

2.13 **Insured** means the entity named as such in the Schedule.

2.14 **Insurer** means the insurer(s) named on the first page of this **Policy**.

2.15 **Occurrence** means any one loss and/or series of losses arising out of and directly occasioned by one **Active Assailant Event** or series of **Active Assailant Events** for the same purpose or cause. The duration and extent of any one **Occurrence** shall be limited to all **Damage** to **Property Insured** and/or bodily injury or death during any period of seventy two (72) consecutive hours arising out of the same purpose or cause.

(a) However no such period of seventy two (72) consecutive hours may extend beyond the expiration of this **Policy** unless there is **Damage** to **Property Insured** and/or bodily injury or death by one **Active Assailant Event** or series of **Active Assailant Events** prior to expiration and within said period of seventy two (72) consecutive hours nor shall any period of seventy two (72) consecutive hours commence prior to the attachment of this **Policy**.

2.16 **Merchandise** means goods kept for sale by the **Insured** which are not the product of manufacturing operations conducted by the **Insured**.

2.17 **Period of Restoration** means the period of time commencing with the happening of the **Active Assailant Event** and ending when:

(a) in respect of **Business Interruption Loss** and **Extra Expense** under 1.2(a), with the exercise of due diligence and dispatch, the repair, rebuilding or replacement of such part of the **Property Insured** as has been destroyed or damaged can be completed; or

(b) in respect of **Business Interruption Loss** and **Extra Expense** under 1.2(b) and (e), the **Insured's** operations conducted at the **Premises** can be resumed; or

(c) in respect of **Business Interruption Loss** and **Extra Expense** under 1.2(c) and (d), the **Relevant Authority** withdraws its determination that the **Insured's** operations conducted at the **Premises** must be temporarily or permanently ceased in whole or in part, but never more than thirty (30) days;

and not limited by expiration of this **Policy**.

This **Policy** also covers such additional length of time, limited to thirty (30) days, to restore the **Insured's** business to the condition that would have existed had no loss occurred, commencing with the date on which the liability of the **Insurer** would otherwise terminate in accordance with (a), (b) or (c) above.

However, the liability of the **Insurer** in respect of **Business Interruption Loss** and **Extra Expenses** shall never exceed the **Indemnity Period**.

2.18 **Policy** means this document, the Schedule and any endorsements attached to it.

2.19 **Policy Period** means the period stated as such in the Schedule.

2.20 **Premises** means the location specified in the schedule of values provided to the Insurer, which is owned by or is the responsibility of the **Insured** and the location of any events organised by the **Insured** within the covered jurisdictions.

2.21 **Property Insured** means all real and personal physical property of every kind and description (except as specifically excluded) belonging to the **Insured** or for which the **Insured** is responsible or has assumed responsibility to insure prior to the occurrence of any loss or destruction or damage, as at the inception of this **Policy**.

2.22 **Raw Stock** means material in the state in which the **Insured** receives it for conversion into **Finished Stock**.

2.23 **Referral Area** means Afghanistan, Algeria, Burundi, Cabinda, Central African Republic, Colombia, Congo, Cuba, Democratic Republic of Congo, Ecuador, Egypt, Eritrea, Ethiopia, Georgia, Iraq, Ivory Coast, Jammu and Kashmir, Liberia, Libya, Mali, Mauritania, Myanmar, Nagorno-Karabakh, Nigeria, North Caucasian Federal District, Ukraine, Pakistan, Palestine, Russia, Somalia, South Sudan, Syria, The Republic of Sudan, Yemen, Boston 02108, 02109, 02110, 02111, 02116, Calgary T2, Chicago 60601 through to 60611, London Zone A (E1, E14, EC1, EC2, EC3, EC4, SE1, SW1, W1, WC1 and WC2), New York City 10001 through to 10029, 10036, 10038, 10047, 10048 and zip codes beginning 101 and 102, San Francisco 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94110 and 94111, Singapore 01 through to 06, Toronto M5.

10/6/19

2.24 **Relevant Authority** means the present national or local authority with jurisdiction over the location of the **Active Assailant Event**, including any civil, law enforcement or military authority.

2.25 **Road Vehicle** means a private or commercial land-based vehicle intended for use on public roads, including motorcycles, automobiles, or trucks.

2.26 **Funeral and Burial Costs**

Funeral and burial costs, including repatriation of remains, of an Employee and/or third party person in the event of his or her death directly resulting from an Active Assailant, limited to a maximum of USD 25,000 per person

2.27 **Memorial Mass and Anniversary Service**
This coverage is only applicable for death solely and directly cause by an Active Assailant Event. Costs for Memorial Mass including costs for the first and second year anniversary service.

3 Conditions

3.1 **Misrepresentation**

If the **Insured** has not told **Insurers** about or has misrepresented any facts or circumstances which might affect **Insurers** decision to provide insurance or the terms of that insurance, **Insurers** may refuse to pay a claim or **Insurers** may treat this insurance as though it had never existed.

3.2 **Proof of Loss**

It is a condition precedent to the liability of the **Insurer** that the **Insured** proves that the **Insured** was:

(a) wholly or partially prevented from producing **Merchandise;**

(b) unable to make up lost production within a reasonable period of time, not limited to the **Period of Restoration;**

(c) unable to continue operations during the **Period of Restoration;** and

(d) able to demonstrate **Business Interruption Loss.**

3.3 **Abandonment**

There shall be no abandonment of any property to the **Insurer.**

3.4 **Assignment**

Assignment or transfer of this **Policy** or any claim hereunder shall not be valid except with the prior written consent of the **Insurer.**

3.5 **Burden of Proof**

In any claim and/or action, suit or proceeding to enforce a claim for loss under this **Policy,** the burden of proving that the loss is recoverable under this **Policy** and that no limitation or exclusion of this **Policy** applies and the quantum of loss shall fall upon the **Insured.**

3.6 **Cancellation**

This **Policy** shall be non-cancellable by the **Insurers** or the **Insured** except in the event of non-payment of premium where the **Insurers** may cancel the **Policy** at their discretion.

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In the event of non-payment of premium this **Policy** may be cancelled by or on behalf of the **Insurers** by delivery to the **Insured** or by mailing to the **Insured** or the **Insured's** broker by registered, certified, or other first class mail, at the **Insured's** mailing address as shown in this **Policy**, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3.7 **Change in Circumstances**

The **Insured** shall notify the **Insurer** of any change of circumstances which would materially affect this insurance as soon as possible on discovery.

3.8 **Claims Requirements**

(a) If the **Insured** makes a claim under this **Policy** the **Insured** must give the **Insurers** such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of the claim. If required by the **Insurer**, the **Insured** must submit to examination under oath by any person designated by the **Insurer**.

(b) The **Insured** must provide a signed and sworn proof of loss within sixty (60) days after the occurrence of any loss, damage, cost or expense (unless such period be extended by the written agreement of **Insurer**) stating full particulars of the amount including when and how it was incurred. The **Insured** shall also produce any documentary evidence, including but not limited to accounts and supporting documents, invoices and the like for the period of twenty four (24) months immediately preceding the occurrence of the **Active Assailant Event** through to the present time, as may be required by **Insurers** and their representatives, to support their investigations, and shall afford them every assistance in their investigations.

(c) Following an **Active Assailant Event**, the **Insured** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Insurers.**

(d) The **Insured** will take all reasonable steps to mitigate its losses, such as by using alternative premises if possible and/or resuming normal business operations as soon as possible.

3.9 **Declared Values – Underinsurance, Additions, Deletions and Changes**

a) <u>The following are applicable in the context of a claim under this **Policy**</u>.

3.9.1 If the Declared Value for **Damage** to **Property Insured** stated in the Schedule is less than the actual cost of reinstating the **Property Insured** (including expert fees as covered by clause 3.12 below), the amount payable in respect of **Damage** to **Property Insured** will be proportionately reduced.

3.9.2 If the Declared Value for **Business Interruption Loss** stated in the Schedule is less than the sum produced by applying the rate of **Gross Earnings** earned during the financial year immediately before (or its proportionately reduced where the **Period of Restoration** is less than twelve (12) months), the amount payable in respect of **Business Interruption Loss** will be proportionately reduced.

b) <u>The following is applicable throughout the **Policy Period**</u>.

3.9.3 Automatic coverage shall also apply, for no additional/return premium, to any:

(a) increases or reductions to insured values at following a revaluation of **Property Insured** at the **Premises** and/or due to any construction and/or renovation work at the **Premises**;

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(b) additional property and/or interests of the type already insured by this **Policy** which may be acquired or otherwise become at the risk of the **Insured** during the **Policy Period**;

(c) unintentional error in the valuation of **Property Insured**;

provided always that:

1. the total of any increase in insured values during the **Policy Period** in respect of (a), (b) and (c) above does not exceed fifteen per cent (15%) of the total declared values at inception; and

2. additional property and/or interests stated in (b) above shall not include any property located within a **Referral Area** or within countries not already covered on the schedule of locations declared at inception; and

3. any increase in value and/or unintentional error in valuation of **Property Insured** at any individual location within a **Referral Area** does not exceed fifteen per cent (15%) of that individual declared location value; and

4. any unintentional error in the valuation of the **Property Insured** must be reported by the **Insured** to the **Insurers** as soon as possible on discovery and corrected.

3.10 Dispute Resolution and Governing Law

Any dispute, controversy or claim arising out of or relating to this **Policy**, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules.

The tribunal will consist of a sole arbitrator. The place of the arbitration will be New York. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

The proper law of this contract, and of the arbitration agreement, shall be the law of the country or state specified in the Schedule.

3.11 Due Diligence

The **Insured** (and all of the **Insured's** agents, sub- or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the **Property Insured**, to avoid or diminish any loss, damage cost or expense of any nature herein insured and to secure compensation for any such loss, damage, cost or expense including taking or preserving action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

The **Insured** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Insurers**. The **Insured** shall allow **Insurers** and their representatives access to all necessary information, documentation and accounting data in respect of any such recovery.

3.12 Expert Fees

This **Policy** includes, within the Overall Limit of Liability, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in repairing, replacing or reinstating the Property Insured following **Damage** insured under this **Policy**.

3.13 Limits of Liability and Excess

The **Insurers** shall not be liable under this **Policy** for more than the Overall Limit of Liability stated in the Schedule in respect of any one **Occurrence** and in the aggregate for the **Policy Period**.

Additional Special Coverages outlined in clause 1.3 above shall form part of and not be in addition to the Overall Limit of Liability stated in the Schedule.

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Any payment by the **Insurer** is subject to the Waiting Period and/or Excess stated in the Schedule. During the Waiting Period, the **Insurer** will not be liable to make any payment which they would otherwise be required to make under the provisions of this **Policy**.

3.14 **Multiple Insureds**

Where there are multiple Insureds, the **Insurers'** total liability for any loss, damage, cost or expense of any nature sustained by any one or more of the Insureds under this **Policy** will not exceed the Overall Limit of Liability shown in the Schedule.

3.15 **Notice of Loss**

The **Insured** must give notice of an **Active Assailant Event** to the **Insurer** as soon as reasonably practicable in writing, and in any event, within thirty (30) days from the final day of the **Policy Period** during which the **Active Assailant Event** occurred.

3.16 **Other Insurance**

Where the **Insured** has the benefit of cover under any other policy or government pooling arrangement or otherwise, for losses insured under clause 1.1 and/or 1.2 above, this **Policy** shall apply only in respect of any excess beyond the amount which is or would have been covered under that other policy if this **Policy** had not been effected.

Where the **Insured** has the benefit of cover under any other policy for loss insured under clause 1.3 above, the **Insurers** will deal with the claim under this **Policy** without waiting for the outcome of any contribution proceedings, but without prejudice to any right the **Insurers** may have against the insurer of that other policy.

3.17 **Sanctions**

The **Insurers** shall not be deemed to provide cover and the **Insurers** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3.18 **Several Liability**

The **Insurers'** obligations under this **Policy** are several and not joint and are limited solely to their individual subscriptions. The **Insurers** are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

3.19 **Valuation**

The amount payable in respect of **Damage** to **Property Insured** shall, subject always to the Overall Limit of Liability, be the cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

(a) The repairs, replacement or reinstatement must be executed with due diligence and dispatch;

(b) Until repair, replacement or reinstatement has been effected the amount of liability under this **Policy** in respect of **Damage to Property** Insured shall be limited to the difference in cash value of the **Property Insured** immediately before and after the **Damage**;

(c) if repair, replacement or reinstatement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this **Policy**.

3.20 **Protection Maintenance**

Any protection provided for the safety of the **Property Insured** shall be maintained in good order throughout the currency of this **Policy** and shall be in use at all relevant times, and such protection shall not be withdrawn or varied to the detriment of the **Insurers** without their prior consent.

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3.21 **False or Fraudulent claims**

If the **Insured** shall make any claim knowing the same to be knowingly false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all claims and benefit hereunder shall be forfeited.

3.22 **Third Party Rights**

This **Policy** is effected solely between the **Insured** and the **Insurers**. This **Policy** shall not confer any benefits on any third parties, including shareholders or beneficial owners, and no such third party may enforce any term of this **Policy**.

3.23 **Subrogation Clause**

Any release from liability entered into in writing by the **Insured** prior to loss hereunder shall not affect this **Policy** or the right of the **Insured** to recover hereunder.

In the event of any payment under this **Policy**, the **Insurers** shall be subrogated to the extent of such payment to all the **Insured**'s right of recovery therefor. The **Insured** shall execute all papers required, shall cooperate with the **Insurers** and, upon the **Insurers**' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Insurers** will act in concert with all other interests concerned (including the **Insured**) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(a) Any interest, (including the **Insured's**), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this **Policy** and in excess of the coverage under this **Policy** shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(b) Out of the balance remaining, the **Insurers** shall be reimbursed to the extent of payment under this **Policy**;

(c) The remaining balance, if any, shall inure to the benefit of the **Insured**, or any insurer providing insurance primary to this **Policy**, with respect to the amount of such primary insurance, deductible, self-insured retention, and/or loss of a type not covered by this **Policy**.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the **Insured**, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the **Insurers**, the expense thereof shall be borne by the **Insurers**.

3.24 **Service of Suit USA**

This Service of Suit clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration provision within this **Policy**. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this **Policy**.

It is agreed that in the event of the failure of the **Insurer** hereon to pay any amount claimed to be due hereunder, the **Insurer** hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the **Insurer's** rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the nominee stated in the **Risk Details** and that in any suit instituted against any one of them upon this **Policy**, the **Insurer** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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The nominee stated in the **Risk Details** is authorized and directed to accept service of process on behalf of the **Insurer** in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon the **Insurer's** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this **Policy**, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

4 Exclusions

4.1 This **Policy** does not cover loss, damage, cost or expense of any nature directly or indirectly caused by or arising from:

(a) nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.

(b) war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.

(c) chemical or biological release or exposure of any kind.

(d) seepage and/or discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

(e) attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

(f) threat or hoax.

(g) loss of use, delay or loss of markets, loss of income, loss of attraction, depreciation, fear and disinclination to travel, or reduction in functionality or any other consequential loss not specifically covered herein.

(h) third party legal liability, employers' liability, or any other legal liability whether arising under workers compensation, unemployment compensation, social security or disability laws, statutes or regulations or otherwise.

(i) any sexual misconduct, including without limitation, any physical acts, gestures, spoken or written words of a sexual nature, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, or sexual exploitation.

(j) gang or drug related crime or violence, organised crime or armed robbery, or fights or brawls.

(k) strikes, labour unrest, riots or civil commotion.

(l) any vehicle-borne or remotely detonated explosive device.

(m) **Business Interruption Loss** caused by an **Active Assailant Event** at a facility supplying gas, electric, water or telephone to the **Premises**.

4.2 **Property Insured** shall not include:

(a) land or land values.

(b) power transmission, feeder lines or pipelines not on the **Premises**.

(c) aircraft or any other aerial device, or watercraft.

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(d) any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared to the **Insurers** and is located at the **Premises** at the time of **Damage**.

(e) electronic data.

(f) animals, plants or living things of all types.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED

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PEPIP USA TERRORISM INSURANCE PROGRAM (PTIP)

PREMIUM PAYMENT CLAUSE (LSW 3000) (AMENDED)

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of installment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of installment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Binding Underwriters hereon only (and Agreement Partied if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium if to be paid though a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

Notice of cancellation in writing for the purposes of the LSW3000 (amended) shall be notice in writing to the Technical Director, RKH Specialty, One Whittington Avenue, EC3V 1LE, United Kingdom and delivered by registered post or received and acknowledged personally by the Technical Director, RKH Insurance Brokers Limited. The notice will only be accepted if the risk is properly identified, and includes at least the name of the Member(s) / Entity(ies), the RKH Insurance Brokers Limited slip reference number, the class of business and any other information that will enable the risk to be readily identified. Further for the avoidance of doubt, a notice of cancellation sent by email to RKH Insurance Brokers Limited shall not constitute notice in writing for the purposes of the application of LSW3000 (amended)

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED

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CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

NOTICE:

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV . ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG .

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV .

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

LMA9098A
04 May 2017

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED

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INFORMATION

Total Insurable Values (100%): USD 702,817,691

10/16/19

Insurer's Liability:

LMA 3333
(RE)INSURERS LIABILITY CLAUSE
(Re)insurer's liability several not joint
The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Order Hereon: 100% of 100%

Basis of Written Lines: Percentage of whole.

LINES CLAUSE * to apply if not written 100%
This Insurance, being signed for the percentage detailed under Order Hereon insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

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Signing Provisions:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the Insured may elect for the disproportionate signing of (re)insurers lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the Insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

Written Lines:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

Line Conditions:

None.

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FISCAL AND REGULATORY SECTION

Tax Payable by Insurer(s):	None applicable.
Country of Origin:	United States of America.
Overseas Broker:	Alliant Insurance Services PO Box 609015 San Diego CA 92160
Surplus Lines Broker:	Alliant Insurance Services PO Box 609015 San Diego CA 92160 Jim Castle Licence No: 40026199
State of Filing:	California
US Classification:	US Surplus Lines
Allocation of Premium to Coding:	TO 80% 6T 20%
Regulatory Client Classification:	Large Risk

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SUBSCRIPTION AGREEMENT SECTION

Slip Leader: **AXA XL 2003**

Basis of Agreement to Contract Changes: GUA (February 2015) with Terrorism Schedule (November 2006).

Other Agreement Parties for Contract Changes, for Part 2 GUA Changes Only: Part 2 changes may be agreed by Slip Leader only.

Any amendments extending "beyond 5 days" the settlement due dates shown in any Premium Payment Warranty, Premium Payment Condition, or LSW 3000 (as applicable to this contract) to be agreed by Slip Leader only, if required. All insurers hereon will receive electronic transmission from RKH Specialty.

When required to do so by the Slip Leader only, RKH Specialty will provide details of agreed endorsements to following insurers. If required, electronic transmission may be used by RKH Specialty for providing details of agreed endorsements, contractual changes or information to following insurers as necessary.

Amendments to final going-in values and premium to be agreed by the Slip Leader if required.

Agreement Parties for Contract Changes, for Their Proportion Only: None.

Basis of Claims Agreement: Claims to be managed in accordance with

i) The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto.

ii) IUA claims agreement practices.

iii) The practices of any company(ies) electing to agree claims in respect of their own participation.

Claims Agreement Parties:

i) For Lloyd's syndicates
The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate and/or the Scheme Service Provider.

The second Lloyd's Syndicate is: _____, if this is not completed, and there is Lloyd's participation of more than one Lloyd's syndicate, then the 2nd Lloyd's Syndicate which appears on the Security Details section shall be 'the second Lloyd's Syndicate'.

ii) For IUA Companies
Those companies acting in accordance with the IUA claims agreement practices, excepting those that may have opted out via iii) below.

iii) Those companies that have specifically elected to agree claims in respect of their own participation. *None, unless completed here.*

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Claims Agreement Parties (Continued):

iv) For Non Bureau Companies
All other subscribing insurers that are not party to the Lloyd's/IUA claims agreement practices, each in respect of their own participation.

Claims Administration:

RKH Specialty and insurers agree that any claims hereunder (including any claims related costs/fees) will be notified and administered via ECF with any payment(s) processed via CLASS.

Rules and Extent of Any Other Delegated Claims Authority:

None.

Expert(s) Fees Collection:

RKH Specialty to collect fees.

Settlement Due Date:

30th August 2019

Bureau Arrangements:

Xchanging Ins-sure Services are authorised to sign premium from individual cedants / territories separately as and when received by RKH Specialty.

Premium payment requirements deemed met by presentation of premium / accounts to Ins-sure or Underwriters hereon as applicable on or before the Settlement Due Date(s) which deemed to be in compliance with Settlement Due Date(s) and will therefore not be recorded as a late signing or payment.

Where a Premium Payment Condition or Premium Payment Warranty requires payment by a date which is later than the Settlement Due Date, the Settlement Due Date is deemed to have been amended and shall be the same as the Premium Payment Condition or Premium Payment Warranty due date.

If Settlement Due Date (SDD) or any Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, presentation to Xchanging Ins-sure Services or Underwriters hereon as applicable on the next working day will be deemed in compliance with SDD, PPW or PPC.

Non-Bureau Arrangements:

None.

10/6/19

BROKER REMUNERATION & DEDUCTIONS SECTION

Fee Payable by Client?: No

Total Brokerage: 20.00%

Other Deductions from Premium: None.

10/6/19

Funeral and Burial Costs
Funeral and burial costs, including repatriation of remains, of an **Employee** and/or third party person in the event of his or her death directly resulting from an **Act of Terrorism,** limited to a maximum of USD 25,000 per person.
(j)

Memorial Mass and Anniversary Service
This coverage is only applicable for death solely and directly cause by an **Active Assailant Event.**
Costs for Memorial Mass including costs for the first and second year anniversary service.

ALTERNATE QUOTE: Deadly Weapon Response
$500,000 Limit

2020 – 2021

Alliant Deadly Weapon Response Program (ADWRP) Proposal

Presented on May 27, 2020

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL

INSURED	Lawton Board of Education ISD #8
INSURANCE COMPANY:	Underwriters at Lloyd's of London
A.M. BEST RATING:	A (Excellent) XV; Greater than $2,000,000,000
STANDARD AND POOR'S RATING:	A+, Strong Financial Security
STATE LICENSE STATUS:	Non-Admitted
POLICY TERM:	July 1, 2020 – July 1, 2021
COVERAGE FORM:	Claims Made & Reported
COVERAGE TYPE:	Third Party Bodily Injury Liability, First Party Property Damage, Business Interruption & Crisis Management for events occurring at a location appearing on your Schedule of Values on file with Alliant Insurance Services, Inc.
LIMITS:	
Per Occurrence	$ 500,000
Annual Aggregate	$ 500,000
DEDUCTIBLE:	$10,000 Each Event including Claims Expenses
RETROACTIVE DATE:	To be determined

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

SUB-LIMITS: **(Each Sublimit is part of the Overall Limit of Liability and not in addition to it)**	$ 250,000 Crisis Management Services - specified in endorsement $ 250,000 Crisis Management Services – unspecified $ 250,000 Counseling Services $ 250,000 Funeral Expenses $ 250,000 Business Interruption $ 250,000 Demo/Clearance/Memorialization $ 250,000 Extra Expense $ 250,000 Threat $ 25,000 Per Person for Medical Expenses with a $500,000 annual aggregate $ 50,000 Per Person Accidental Death and Dismemberment with a $500,000 annual aggregate
ENDORSEMENTS: (Including But Not Limited To)	• Deadly Weapon & Security Vulnerability Post Underwriting Review • Deadly Weapon Safety Action Plan Seminar • Crisis Management Services • Circumstance Extension • Property Damage Extension • Counselling Services • Funeral Expenses • Short Rate Cancellation Table • Premium Payment Clause • Reinsurers Liability Clause • Lloyd's Privacy Policy • Sanction Limitation & Exclusion Clause • Notice of Terrorism Insurance Coverage • Business Interruption *(if applicable)*
EXCLUSIONS: (Including But Not Limited To)	• Loss of market, loss of use or any other consequential loss at property physically lost or damaged • Confiscation, nationalization, requisition or destruction of or damage to property by government, public or local authority

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

EXCLUSIONS - CONTINUED:
(Including But Not Limited To)

- Euthanasia
- Any explosive devices unless used in conjunction with a Deadly Weapon Event.
- Fraudulent Claims
- Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers, in the discharge of their duties solely in their capacity as Directors or Officers of the Named Insured
- Any vehicle not defined as a road vehicle
- Any weapon mounted (or designed to be mounted) on a vehicle
- Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone
- Injury or death to any employees of any third party whom the Named insured has contracted for services.
- Any claim or claims made by or on behalf of an Assailant.
- Use or operation as a means to inflict harm of any computer, computer system, computer software, malicious code, computer virus or any other electronic system.
- Workers Compensation
- Employment Practices
- Ionizing radiations or contamination by radioactivity from nuclear waste or fuel
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, assembly or component
- Mercy Killing(s)
- Cross Suits
- Strikes, labor unrest, riots or civil commotion
- Suicide
- War, insurrection, civil commotion

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

EXCLUSIONS - CONTINUED:
(Including But Not Limited To)

- Mental injury or mental anguish related claim where no Bodily Injury occurred to claimant (Except as included by endorsement for counselling services)
- Any weapon or device employing atomic or nuclear fission, fusion or other like reaction or force or matter
- Loss, injury or damage caused by or resulting from Named Insured's recklessness or deliberate misconduct
- Chemical, biological, bio-chemical or electromagnetic weapon
- Nuclear reaction, radiation or contamination, however caused
- Any Pollutant or Contaminant however introduced or arisen
- Property Damage in care, custody or control of Named Insured or person under contract (except as maybe provided by the 1st Party Property coverage)
- Punitive or exemplary damages, sanctions or additional damages
- COVID19
- Any Deadly Weapon Event that occurs at a Location(s) which has been specifically leased or loaned by the Named Insured to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with the prior written agreement of the Underwriters. Upon notification of any such permitted event, the Underwriters may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

ADDITIONAL EXCLUSIONS RELATING TO PROPERTY & BUSINESS INTERRUPTION: (Including But Not Limited To)	• Land or land values • Aircraft, watercraft or any vehicle licensed for highway use • Animals • Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of Insured Property), jewelry, furs, fine arts and antiques • Electronic data • Any property in Transit • Increase in loss caused by suspension, lapse, cancellation of any lease, license, contract or order, unless loss results directly from the insured Interruption of Business • Fines, penalties or damages incurred by or imposed upon the Named Insured at order of any Government Agency, Court or other Authority

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

ANNUAL PREMIUM:	$ 7,069.00 Premium $ 424.14 Surplus Lines Taxes $ .00 Surplus Lines Fees **$ 7,493.14 Total Cost**
DEFENSE INSIDE/OUTSIDE THE LIMITS:	Inside
MINIMUM EARNED PREMIUM:	25% Minimum Earned Premium
PROPOSAL VALID UNTIL:	30 Days From Date Issued
SUBJECTIVITIES:	• Completed and Signed Request to Bind Coverage Form (See last page) • Completed and Signed Surplus Lines Document(s) (If applicable) • Complete Schedule of Values on file to share with the carrier. • No known or reported losses or incidents likely to give rise to a claim over the last 12 months.

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

Other Disclosures / Disclaimers - Continued

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

  In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

  By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Commercial Property Coverage

*Property Co-insurance: Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx
http://www.ambest.com/resource/glossary.html
http://www.irmi.com/online/insurance-glossary/default.aspx

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information. Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Request to Bind Coverage

Lawton Board of Education ISD #8

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Annual Premium	Bind	Decline
DEADLY WEAPON RESPONSE PROGRAM			
Limit $500,000 Annual Aggregate $500,000	**$7,493.14**	☐	☐
Premium will be prorated based on join date			

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ _____

Signature of Authorized Insurance Representative **Date**

_____

Title

_____

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

ALLIANT DEADLY WEAPON RESPONSE PROGRAM

VALUED 5/20/2020

ADWRP SUMMARY OF POLICY CHANGES

THE FOLLOWING ITEMS ARE KEY POLICY CHANGES FOR THE 2020-2021 POLICY TERM

Coverage	2019-2020	2020-2021	Status
$250,000 Crisis Management Services – Specified in Endorsement $250,000 Crisis Management – Unspecified Endorsement (Combined Endorsement)	Endorsement provides $250,000 sublimit/$1M Aggregate applies to the following: **Specified**: - Emergency travel and accommodation for **Insured Person(s)** and **Immediate Family Members**; - Child care for the **Immediate Family Members** of **Insured Person(s)**; - Brand Rehabilitation; - Public Relations; - Media Management; - Legal costs; - Crisis Counseling to the **Named Insured**; - Site security; - Remediation; - Recovery; - Restoration and similar services Any such costs are inclusive of response and consultant fees and all associated expenses and included within and not in addition to the limit of liability.	Endorsement clarifies $250,000 sublimit/$1M Aggregate applies to the following: **Specified**: - Emergency travel and accommodation for **Insured Person(s)** and **Immediate Family Members**; - Child care for the **Immediate Family Members** of **Insured Person(s)**; - Brand Rehabilitation; - Public Relations; - Media Management; - Legal costs; - Crisis Counseling to the **Named Insured**; - Site security; - Remediation; - Recovery; - Restoration **Unspecified:** - Other expenses not listed above at sole and entire discretion of the Underwriters subject to $250,000 sublimit. **Event Responder Fees** are not included in sub-limit but are in addition to the policy's limit of liability	Enhancement
$250,000 First Party Property Damage	Policy insures physical loss or physical damage caused by **Deadly Weapon Event** during Period of Insurance up to $250,000 sublimit.	Policy insures physical loss or physical damage caused by **Deadly Weapon Event** during Period of Insurance up to no more than the Limit of Liability stated in Declarations. No sub-limit applies	Enhancement
Circumstances Extension	N/A	Underwriters agree to pay for **Event Responder Fees** associated with the provision of Prevention Services and Crisis Response by the **Event Responder** if there are situations, actions, events, behavior or information received which indicates that a **Deadly Weapon Event** is reasonably likel to occur.	Enhancement

ALLIANT DEADLY WEAPON RESPONSE PROGRAM

VALUED 5/20/2020

ADWRP SUMMARY OF POLICY CHANGES

THE FOLLOWING ITEMS ARE KEY POLICY CHANGES FOR THE 2020-2021 POLICY TERM

Coverage	2019-2020	2020-2021	Status
COVID-19 Exclusion	N/A	Policy excludes claims related to: The transmission or alleged transmission of: (a) Coronavirus disease (COVID-19) (b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) (c)any mutation or variation of SARS-CoV-2 or any fear or threat of (a), (b) or (c) above. ***Alliant Note*** – However, the policy is in effect to respond to **Deadly Weapon Event** if COVID-19 is the motivation behind the event.	Update
Lessee Exclusion	N/A	Any **Deadly Weapon Event** that occurs at a **Location(s)** which has been specifically leased or loaned by the **Named Insured** to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with the prior written agreement of the **Underwriters**. Upon notification of any such permitted event, the **Underwriters** may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.	Limitation

ALTERNATE QUOTE: Deadly Weapon Response
$1,000,000 Limit

Lawton Board of Education

2020 – 2021

Alliant Deadly Weapon Response Program (ADWRP) Proposal

Presented on June 15, 2020

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL

INSURED	Lawton Board of Education
INSURANCE COMPANY:	Underwriters at Lloyd's of London
A.M. BEST RATING:	A (Excellent) XV; Greater than $2,000,000,000
STANDARD AND POOR'S RATING:	A+, Strong Financial Security
STATE LICENSE STATUS:	Non-Admitted
POLICY TERM:	July 1, 2020 – July 1, 2021
COVERAGE FORM:	Claims Made & Reported
COVERAGE TYPE:	Third Party Bodily Injury Liability, First Party Property Damage, Business Interruption & Crisis Management for events occurring at a location appearing on your Schedule of Values on file with Alliant Insurance Services, Inc.
LIMITS:	
Per Occurrence	$ 1,000,000
Annual Aggregate	$ 1,000,000
DEDUCTIBLE:	$10,000 Each Event including Claims Expenses
RETROACTIVE DATE:	To be determined

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

SUB-LIMITS: **(Each Sublimit is part of the Overall Limit of Liability and not in addition to it)**	$ 250,000 Crisis Management Services - specified in endorsement $ 250,000 Crisis Management Services – unspecified $ 250,000 Counseling Services $ 250,000 Funeral Expenses $ 250,000 Business Interruption $ 250,000 Demo/Clearance/Memorialization $ 250,000 Extra Expense $ 250,000 Threat $ 25,000 Per Person for Medical Expenses with a $500,000 annual aggregate $ 50,000 Per Person Accidental Death and Dismemberment with a $500,000 annual aggregate
ENDORSEMENTS: (Including But Not Limited To)	• Deadly Weapon & Security Vulnerability Post Underwriting Review • Deadly Weapon Safety Action Plan Seminar • Crisis Management Services • Circumstance Extension • Property Damage Extension • Counselling Services • Funeral Expenses • Short Rate Cancellation Table • Premium Payment Clause • Reinsurers Liability Clause • Lloyd's Privacy Policy • Sanction Limitation & Exclusion Clause • Notice of Terrorism Insurance Coverage • Business Interruption *(if applicable)*
EXCLUSIONS: (Including But Not Limited To)	• Loss of market, loss of use or any other consequential loss at property physically lost or damaged • Confiscation, nationalization, requisition or destruction of or damage to property by government, public or local authority

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

EXCLUSIONS - CONTINUED:
(Including But Not Limited To)

- Euthanasia
- Any explosive devices unless used in conjunction with a Deadly Weapon Event.
- Fraudulent Claims
- Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers, in the discharge of their duties solely in their capacity as Directors or Officers of the Named Insured
- Any vehicle not defined as a road vehicle
- Any weapon mounted (or designed to be mounted) on a vehicle
- Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone
- Injury or death to any employees of any third party whom the Named insured has contracted for services.
- Any claim or claims made by or on behalf of an Assailant.
- Use or operation as a means to inflict harm of any computer, computer system, computer software, malicious code, computer virus or any other electronic system.
- Workers Compensation
- Employment Practices
- Ionizing radiations or contamination by radioactivity from nuclear waste or fuel
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, assembly or component
- Mercy Killing(s)
- Cross Suits
- Strikes, labor unrest, riots or civil commotion
- Suicide
- War, insurrection, civil commotion

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

EXCLUSIONS - CONTINUED:
(Including But Not Limited To)

- Mental injury or mental anguish related claim where no Bodily Injury occurred to claimant (Except as included by endorsement for counselling services)
- Any weapon or device employing atomic or nuclear fission, fusion or other like reaction or force or matter
- Loss, injury or damage caused by or resulting from Named Insured's recklessness or deliberate misconduct
- Chemical, biological, bio-chemical or electromagnetic weapon
- Nuclear reaction, radiation or contamination, however caused
- Any Pollutant or Contaminant however introduced or arisen
- Property Damage in care, custody or control of Named Insured or person under contract (except as maybe provided by the 1st Party Property coverage)
- Punitive or exemplary damages, sanctions or additional damages
- COVID19
- Any Deadly Weapon Event that occurs at a Location(s) which has been specifically leased or loaned by the Named Insured to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with the prior written agreement of the Underwriters. Upon notification of any such permitted event, the Underwriters may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

ADDITIONAL EXCLUSIONS RELATING TO PROPERTY & BUSINESS INTERRUPTION: (Including But Not Limited To)	• Land or land values • Aircraft, watercraft or any vehicle licensed for highway use • Animals • Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of Insured Property), jewelry, furs, fine arts and antiques • Electronic data • Any property in Transit • Increase in loss caused by suspension, lapse, cancellation of any lease, license, contract or order, unless loss results directly from the insured Interruption of Business • Fines, penalties or damages incurred by or imposed upon the Named Insured at order of any Government Agency, Court or other Authority

ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL – CONTINUED

ANNUAL PREMIUM:	$ 11,357.00 Premium $ 681.42 Surplus Lines Taxes $ .00 Surplus Lines Fees **$ 12,038.42 Total Cost**
DEFENSE INSIDE/OUTSIDE THE LIMITS:	Inside
MINIMUM EARNED PREMIUM:	25% Minimum Earned Premium
PROPOSAL VALID UNTIL:	30 Days From Date Issued
SUBJECTIVITIES:	• Completed and Signed Request to Bind Coverage Form (See last page) • Completed and Signed Surplus Lines Document(s) (If applicable) • Complete Schedule of Values on file to share with the carrier. • No known or reported losses or incidents likely to give rise to a claim over the last 12 months.

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

  In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

  By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Commercial Property Coverage

*Property Co-insurance: Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx
http://www.ambest.com/resource/glossary.html
http://www.irmi.com/online/insurance-glossary/default.aspx

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information. Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Request to Bind Coverage

Lawton Board of Education

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Annual Premium	Bind	Decline
DEADLY WEAPON RESPONSE PROGRAM			
Limit $1,000,000 Annual Aggregate $1,000,000	**$12,038.42**	☐	☐
Premium will be prorated based on join date			

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ _____

Signature of Authorized Insurance Representative **Date**

_____

Title

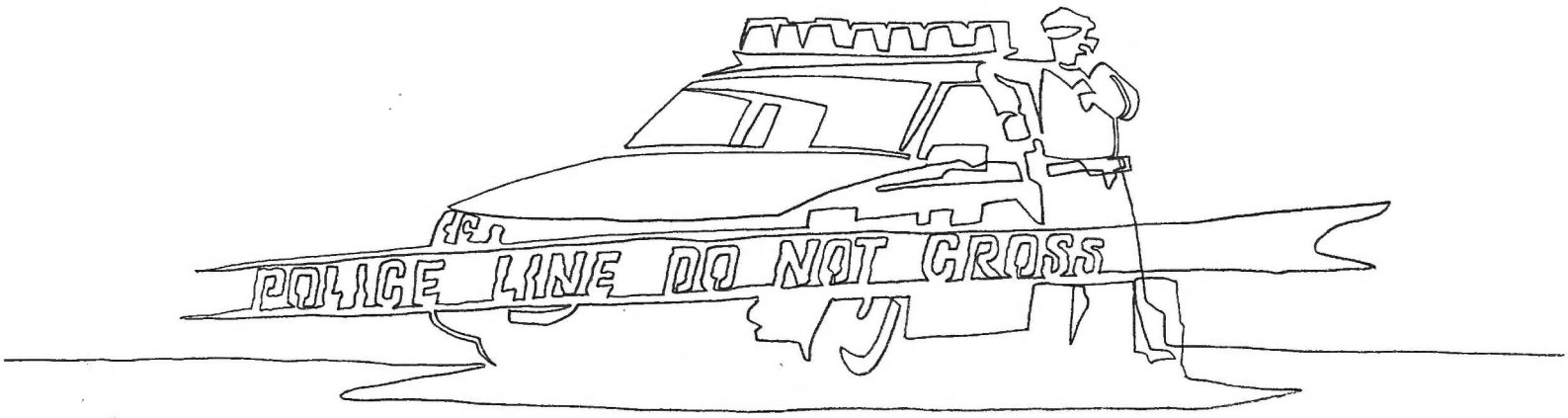
_____

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

Beazley Deadly Weapons Protection

Eliminating the risk of a malicious attack is impossible but preparing for one is essential.



Beazley

Deadly Weapons Protection

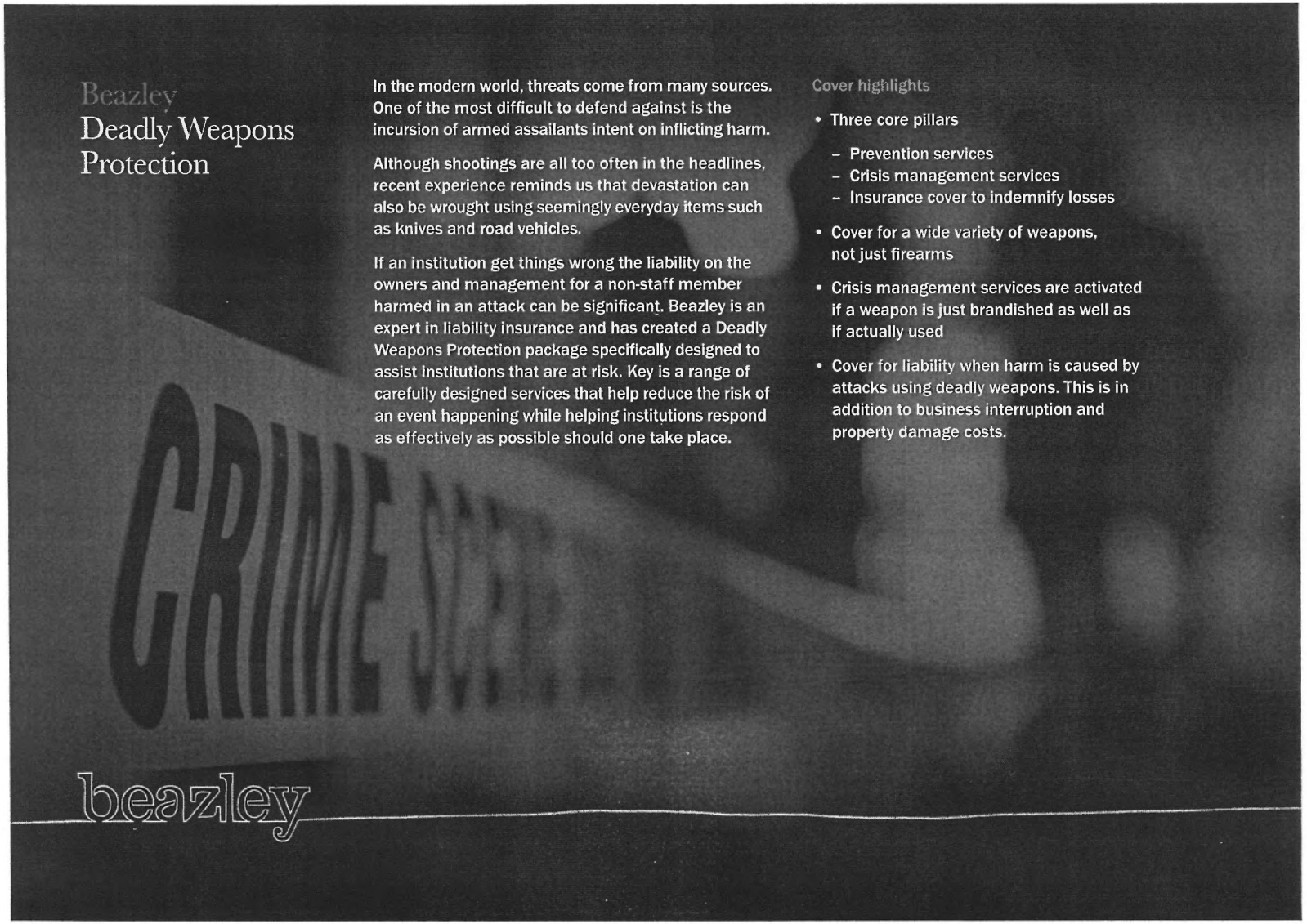
In the modern world, threats come from many sources. One of the most difficult to defend against is the incursion of armed assailants intent on inflicting harm.

Although shootings are all too often in the headlines, recent experience reminds us that devastation can also be wrought using seemingly everyday items such as knives and road vehicles.

If an institution get things wrong the liability on the owners and management for a non-staff member harmed in an attack can be significant. Beazley is an expert in liability insurance and has created a Deadly Weapons Protection package specifically designed to assist institutions that are at risk. Key is a range of carefully designed services that help reduce the risk of an event happening while helping institutions respond as effectively as possible should one take place.

Cover highlights

- Three core pillars
  - Prevention services
  - Crisis management services
  - Insurance cover to indemnify losses
- Cover for a wide variety of weapons, not just firearms
- Crisis management services are activated if a weapon is just brandished as well as if actually used
- Cover for liability when harm is caused by attacks using deadly weapons. This is in addition to business interruption and property damage costs.



beazley

Beazley Deadly Weapons Protection

What is a deadly weapons event?

An incident involving an individual or group of people actively engaged in killing or attempting to kill people using a deadly weapon at a location of the insured.

More than just fire arms incidents

Our policy covers incidents involving a wide variety of deadly weapons, including:

- Any portable firearm (whether loaded or unloaded)
- Explosive device
- Knife
- Syringe
- Medical instrument
- Corrosive substance
- Any other handheld device or instrument which is used to deliberately cause death or bodily injury
- Any road vehicle that is occupied and used by an assailant to deliberately cause death or bodily injury.

Factors that affect the level of premium paid

- Locations
- Industry sector
- Security protocols
- Third party footfall
- Number of employees.

Claims scenarios

Mass shooting with multiple casualties naturally attract significant media attention however there are an array of incidents involving a range of weapons that Beazley Deadly Weapons Protection has been designed for. For example, these include:

Disagreement in a casino

- A disagreement over a card game at a casino results in one of the players drawing a gun and firing at their opponent with bystanders being hit by stray shots.

Syringe rage in a shopping mall

- A homeless drug addict who takes exception to being moved on by security personnel in a shopping mall reacts by using a used syringe to attack families passing by.

Acid attack in a bar

- A jealous woman throws acid at her ex-boyfriend and new partner on the crowded dance floor of a nightclub soaking those around in the process.

Disgruntled ex-employee

- Having been sacked the previous day, a humiliated administrative worker returns to the office brandishing a hunting knife and, in front of his former colleagues, screams a stream of threats at the supervisor.

Automobile rampage at a school

- A former pupil who had been bullied while at high school seeks revenge by driving a car at a group of students one morning as they arrive for the start of classes.

Three core pillars included as standard

Prevention services

Total immunity from risk is impossible, but effective risk management can reduce it, while reinforcing an institution's commitment to the highest standards of safety. Our clients therefore automatically receive a security vulnerability review and are invited to attend a safety action plan webinar.

- **Post underwriting review:** This is a remote post underwriting review in order to analyse and evaluate the security protocols of the client as well as to highlight any current exposures, threats and dangers. A risk analysis report of findings and general recommendations are provided to the client.
- **Action plan webinar:** This covers issues such as incident awareness, typical profiles of an assailant, how to respond to an incident, creating an emergency action plan, and raising awareness of key behaviours.

Crisis management services

Should a deadly weapons event take place we will provide a crisis management response team of qualified professionals to give guidance and resources.

The support falls into four categories, but not limited to:

- Investigation on behalf of the client to determine the facts of the event to help inform the client's response.
- Advice and support with the management of the situation. For example, counselling and communication strategies.
- When required post an event, the provision of temporary security enhancement such as armed or unarmed agents.
- Advice for clients who may be aware of a circumstance that could potentially result in a deadly weapon attack occuring at their location.

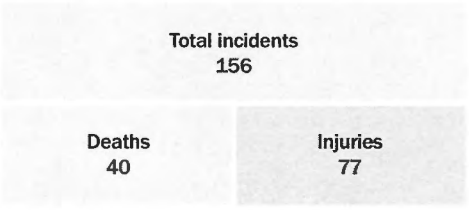
Crisis services are provided by CrisisRisk, one of the leading crisis and risk management providers in the US, with a vast experience of effectively managing a broad range of high profile incidents.

Insurance cover to indemnify losses

- Primary liability cover for lawsuits arising from harm caused by attacks using deadly weapons.
- Flexibility to set excesses and policy limits to suit the insureds' needs (access to policy limits up to $30,000,000 through the Lloyd's Deadly Weapons Consortium).
- Physical damage sublimit of $500,000 included as standard. Full policy limit also available.
- Business interruption policy extension available.
- Primary physical damage and business interruption caused by terrorism and sabotage.
- Accidental death and dismemberment sublimit of $50,000 and medical expenses sublimit of $25,000.
- Coverage against the threat of a deadly weapon attack.

Beazley Deadly Weapons Protection

Number on average per day in the US (2018)



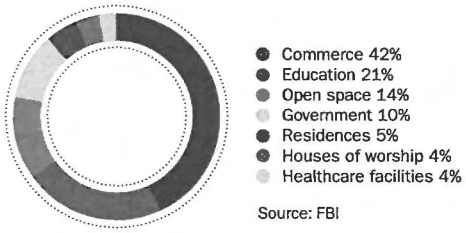
Source: Gun Violence Archive (gunviolencearchive.org)

On average there is more than one gun violence incident in the US every 10 minutes.

Many industry settings are vulnerable

Educational establishments along with businesses, such as retail and entertainment venues, are the most likely to be targeted but others such as religious institutions and healthcare facilities are not immune. The reasons are clear. They can be hard to secure and the high volume of people present each day increases the chances of an armed individual entering unchallenged.

Location of US active shooter events 2000-2017



Source: FBI

Beazley Deadly Weapons Protection

Beazley Group
Plantation Place South
60 Great Tower Street
London EC3R 5AD
United Kingdom

T +44 (0)20 7667 0623
F +44 (0)20 7674 7100

Beazley Group
45 Rockefeller Plaza
16th floor
New York, NY 10111
USA

T +1 (212) 801 7100
F +1 (212) 586 2028

Contact us

Contact the Beazley terrorism team for more information about how Deadly Weapons Protection can assist your clients.

Chris Parker
Focus group leader & underwriter
T +44 (0)20 7674 7412
chris.parker@beazley.com

Joseph Gilliland
Underwriter
T +1 (212) 801 7154
joseph.gilliland@beazley.com

Lucy Straker
Underwriter
T +44 (0)20 7674 7277
lucy.straker@beazley.com

The descriptions contained in this brochure are for preliminary informational purposes only. Coverages are underwritten by Beazley syndicates at Lloyd's and will vary depending on individual country law requirements and may be unavailable in some countries. Coverages are available in the US only on a surplus lines basis through licensed surplus lines brokers. The exact coverage afforded by the product(s) described in this brochure are subject to and governed by the terms and conditions of each policy issued. The publication and delivery of the information contained herein is not intended as a solicitation for the purchase of insurance on any US risk.

B2PAC007_UK/US_06/19

beazley

OSRMT – ALTERNATE PROPERTY & LIABILITY QUOTE

OSRMT
OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST
discover | plan | manage

2801 North Lincoln Boulevard, Suite 219
Oklahoma City, OK 73015

OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST
2020-21 PROPERTY / CASUALTY PROPOSAL
*** NEW BUSINESS ***

Agent: **Kathy Coats-Ables**
Insurica, Inc.
10 SW 2nd Street
Suite 1
Lawton, OK 73501

Effective Date: **July 1, 2020**
Expiration Date: **July 1, 2021**

"REVISED"

Applicant: **Lawton S.D.** **Proposal Date:** **June 11, 2020**

Limit		*Deductible*	
PROPERTY/EQUIPMENT BREAKDOWN/TIME ELEMENT			
Blanket Building & Contents (All Risk-Agreed Amount / Replacement Cost)			
* Includes Ordinance or Law (increased cost of construction, including earthquake, and demolition)			
$774,694,947*		$25,000	Agreed Percentage: 100%
		$100,000	Windstorm & Hail Deductible
$100,000,000		$25,000	Equipment Breakdown
$774,694,947	Annual Aggregate	$50,000	Earthquake
$672,372,064	Annual Aggregate	$50,000	Flood/Sewer Back-Up
Flood/Sewer/Backup excluded at 1101 SW 17th, Lawton, OK			
$50,000,000	Blanket All Locations		Business Income, Including Extra Expense
INLAND MARINE			
$294,000		$10,000	Equipment Floater
$776,389		$10,000	Scheduled Property Floater
$110,788		$10,000	Signs
$5,000,000		$10,000	Valuable Papers / Records Floater
$130,000		$10,000	Camera Floater
$126,051		$10,000	Musical Instruments Floater
$2,500,000		$10,000	Fine Arts Floater
$5,000,000		$10,000	Accounts Receivable Floater
$14,586,715		$10,000	EDP
$1,500,000		$10,000	Computer Systems
$5,000,000	Any One Vehicle	$10,000	Transportation Floater
$5,000,000	Any One Loss		
$225,000		$10,000	Loss of Refrigeration
CRIME			
$250,000		$10,000	Money & Securities In & Out
$50,000		$10,000	Employee Dishonesty (Includes Students and Volunteers)

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Effective Date: **July 1, 2020**
Expiration Date: **July 1, 2021**

Applicant: **Lawton S.D.**

Proposal Date: **"REVISED" June 11, 2020**

Limit	*Deductible*	
GENERAL LIABILITY		
$2,000,000		General Aggregate
$2,000,000		Combined Single Limit per Occurrence (Includes Athletic Participation)
BUSINESS AUTO		
$2,000,000 Limit, Each Accident	$1,000	Automobile & Garage Liability
$25,000 per person / $50,000 per accident		Uninsured Motorist
$2,000,000 Limit, Each Accident		Hired & Non-Owned Automobile Liability
		Automobile and Hired Physical Damage (Includes Garagekeepers Comprehensive & Collision)
	$1,000	Comprehensive Deductible
	$1,000	Collision Deductible
SCHOOL BOARD LEGAL LIABILITY		
$2,000,000	$10,000	Per Claim/Aggregate Limit
$500,000	$10,000	Special Education Claims Expense Sub-Limit
$250,000	$10,000	Employment Disputes Claims Expense Sub-Limit
$50,000	$10,000	Redistricting Activities Claims Expense Sub-Limit
$250,000	$10,000	Supplier/Independent Contractor Breach of Contract Sub-Limit
Full Prior Acts		Retroactive Date

TOTAL PACKAGE CONTRIBUTION **$2,006,870**

The Board of Trustees of OSRMT has designated that 27% of the total package contribution for the 2020-21 plan year is declared to be Reserve (Capital) contribution and as such is not subject to any fees, royalties or commissions.

ADDITIONAL NOTES

Cyber Liability Coverage Limit: $1M per occurrence/ $1M Aggregate per member. Deductible: $25,000 included. Active Assailant Coverage Limit: $500,000 included. Law Enforcement Personnel $1M per occurrence / $1M Aggregate for 35 FT/10 Pt included. Effective 7/1/2020, the following endorsements will be added to the Plan of Coverage, ACV Roof endorsement CP-27 and Communicable Disease Exclusion GL-38. Effective 7/1/2020, $1,000 Auto Liability deductible applies.

QUOTE WILL EXPIRE ON JULY 1, 2020

This proposal is a brief outline of available coverages and is not a contract.
All coverages are subject to the terms, conditions, limitations, and exclusions of the Plans of Coverage.

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2801 North Lincoln Boulevard, Suite 219
Oklahoma City, OK 73015

June 11, 2020

Kathy Coats-Ables
Insurica, Inc.
10 SW 2nd Street
Suite 1
Lawton, OK 73501

Re: Lawton S.D.

The following options can be provided to the school district for an additional charge:

- Flood/Sewer Back-up Limit: $10,000,000 Annual Aggregate Deductible: $50,000
  Annual Contribution Savings: $ 323,237

- Earthquake Limit: $10,000,000 Annual Aggregate Deductible: $50,000
  Annual Contribution Savings: $ 57,735

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Oklahoma City, OK 73015

June 11, 2020

Kathy Coats-Ables
Insurica, Inc.
10 SW 2nd Street
Suite 1
Lawton, OK 73501

Re: Lawton S.D.

Dear Kathy:

Thank you for your submission of the above noted school district to become a member of the Oklahoma Schools Risk Management Trust. Attached is the quotation for this school district. The following are features of the OSRMT:

+ Blanket building and contents coverage at full replacement cost with no coinsurance penalty
+ General liability coverage with a $2,000,000 per occurrence/annual aggregate limit subject to the Oklahoma Government Tort Claims Act
+ School board legal liability coverage including:
  - Full prior acts coverage, the school district does not need to purchase an extended reporting endorsement or "tail coverage"
  - Defense coverage of special education claims and due process hearings with a $500,000 limit
  - Defense coverage of employment practices liability claims and hearings with a $250,000 limit
  - Defense coverage of disputes with independent contractors or suppliers with a $250,000 limit
  - Trial de Novo coverage
+ All Members of the OSRMT are automatically members of the School Leaders Risk Management Association (www.slrma.org). The purpose of SLRMA is to help prevent unwanted and unwarranted school board legal liability claims by providing schools access to risk management tools and information.
+ Endorsed by the Oklahoma State School Boards Association

All school districts that join the OSRMT will be guaranteed a renewal quote each year for at least three years.

The quote is subject to the list of items attached that need to be returned.

Also attached is a list of optional coverages available to the school district.

Thank you for working with us and keep us advised of the school's ultimate decision.

Sincerely,

Angie Baker
OSRMT Property Casualty Underwriter

OSRMT
OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST
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2801 North Lincoln Boulevard, Suite 219
Oklahoma City, OK 73015

June 11, 2020

Kathy Coats-Ables
Insurica, Inc.
10 SW 2nd Street
Suite 1
Lawton, OK 73501

Re: Lawton S.D.

The OSRMT quote on the above noted school district is subject to and/or based on the following documents being submitted:

- One signed original of the OSRMT Subscription & Certificate Agreement.
- One signed original of the Oklahoma Uninsured Motorists Selection/Rejection form.
- Certificates of Insurance and/or named insured endorsements from all subcontractors, if any; the district must be named as an additional insured for any and all subcontracted services.
- Certificates of Insurance from all parties using school facilities throughout the year naming the school district as an additional insured.
- Building and contents agreed amount coverage is provided with receipt of a current appraisal within 60 days of binding. If an appraisal is not provided the OSRMT will produce an appraisal based on Boeckh software for our files. Values may be adjusted based on this appraisal and an additional charge made to the school district.
- The OSRMT Sexual Abuse and Molestation coverage is provided as Part B. of the General Liability and is a Claims Made form

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discover | plan | manage

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In reference to the School Board Legal Liability, please see the following special conditions:

1. The Coverage Agreement does not cover sexual abuse or child molestation.
2. Coverage Agreement (May 2009).
3. Subject to receipt of signed and dated SBLL Application;

Please keep us advised of the school district's ultimate decision. Thank you.

Sincerely,

Angie Baker
OSRMT Property Casualty Underwriter

ct	Plan Year	Auto Year	Auto Make/Model	Auto Typ	Auto VIN	Cost New
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH7BF277692	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH9BF277693	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH0BF277694	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH2BF277695	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH4BF277696	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH6BF277697	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH8BF277698	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPHXBF277699	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH2BF277700	72,683
S	2020	2011	Blue Bird Bus	B+	1BAKGCPH4BF277701	72,683
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH8FF309989	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH4FF309990	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH6FF309991	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH8FF309992	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPHXFF309993	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH1FF309994	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH3FF309995	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH5FF309996	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH7FF309997	80,239
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH1FF310000	79,489
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH5FF310002	79,489
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH7FF310003	79,489
S	2020	2015	Blue Bird Bus 71 Passenger	B+	1BAKGCPH9FF310004	79,489
S	2020	2019	Bluebird w/Lift 53 Apssenger L	B+	1BAKCCSH5KF356877	98,202
S	2020	2019	Bluebird w/Lift 53 Apssenger L	B+	1BAKCCSH9KF356879	98,202
S	2020	2019	Bluebird w/Lift 53 Apssenger L	B+	1BAKCCSH7KF356878	98,202
S	2020	2019	Bluebird w/Lift 53 Apssenger L	B+	1BAKCCSH3KF356876	98,202
S	2020	2019	Bluebird w/Storage&AC 71 Passe	B+	1BAKGCSH1KF348022	89,476
S	2020	2015	Bluebird Bus 53 Passenger	B+	1BAKCCPH9FF309978	78,177
S	2020	2015	Bluebird Bus 53 Passenger	B+	1BAKCCPH0FF309979	78,177
S	2020	2016	Bluebird Bus 53 Passenger	B+	1BAKCCPHOGF321907	80,101
S	2020	2016	Bluebird Bus 53 Passenger	B+	1BAKCCPH5GF324236	80,101
S	2020	2016	Bluebird Bus 53 Passenger	B+	1BAKCCPH7GF324237	80,101
S	2020	2015	Bluebird Bus 71 Passenger	B+	1BAKGCPH4FF310055	80,149
S	2020	2013	Bluebird BBCV Bus	B+	1BAKGCPHXDF291427	77,119
S	2020	2013	Bluebird BBCV Bus	B+	1BAKGCPH1DF291428	77,119
S	2020	2013	Bluebird BBCV Bus	B+	1BAKGCPH3DF291429	77,119
S	2020	2013	Bluebird BBCV Bus	B+	1BAKGCPHXDF291430	77,119
S	2020	2013	Bluebird BBCV Bus	B+	1BAKGCPH1DF291431	77,119
S	2020	2013	Bluebird BBCV Bus	B+	1BAKGCPH3DF291432	77,119
S	2020	2014	Bluebird Diesel Activity Bus	B+	1BABNBCA3FF306426	149,112
S	2020	2014	Bluebird Diesel Activity Bus	B+	1BABNBCA5FF306427	149,112
S	2020	2013	Bluebird Vision Bus	B+	1BAKGCPH9DF296053	77,114
S	2020	2013	Bluebird Vision Bus	B+	1BAKGCPH9DF296054	77,114
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH5KF352591	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH0KF352594	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH5KF352588	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH4KF352596	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH3KF352587	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH3KF352590	79,957

ct	Plan Year	Auto Year	Auto Make/Model	Auto Typ	Auto VIN	Cost New
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH7KF352589	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH7KF352592	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH0KF352593	79,957
S	2020	2019	Bluebird Vision 71 Passenger B	B+	1BAKGCSH2KF352595	79,957
S	2020	2015	Bluebird 53 Passenger Lift Bus	B+	1BAKCCPH4FF306423	90,505
S	2020	2018	Bluebird 53 Passenger Lift Bus	B+	1BAKCCPH2JF336688	97,026
S	2020	2021	Bluebird 53 Passenger Lift Bus	B+	1BAKCCEH8MF369184	96,057
S	2020	2021	Bluebird 53 Passenger Lift Bus	B+	1BAKCCEHXMF369185	96,057
S	2020	2016	Bluebird 71 Passenger Bus	B+	1BAKGCPH6HF325580	81,723
S	2020	2016	Bluebird 71 Passenger Bus	B+	1BAKGCPHXHF325579	81,723
S	2020	2016	Bluebird 71 Passenger Bus	B+	1BAKGCPH8HF325578	81,723
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPHXJF337379	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPH6JF337380	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPH1JF337383	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPH8JF337381	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPH8JF337382	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPH3JF337384	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCPH5JF337385	79,385
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH7JF345169	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH7JF345172	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH9JF345173	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH3JF345170	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH1JF345166	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH5JF345171	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH5JF345168	78,633
S	2020	2018	Bluebird 71 Passenger Bus	B+	1BAKGCSH3JF345167	78,633
S	2020	2020	Bluebird 71 Passenger Bus	B+	1BAKGCSH2LF366269	83,245
S	2020	2020	Bluebird 71 Passenger Bus	B+	1BAKGCSH2LF366272	83,245
S	2020	2020	Bluebird 71 Passenger Bus	B+	1BAKGCSHOLF366268	83,245
S	2020	2020	Bluebird 71 Passenger Bus	B+	1BAKGCSH9LF366270	83,245
S	2020	2020	Bluebird 71 Passenger Bus	B+	1BAKGCSHOLF366271	83,245
S	2020	2001	BlueBird School Bus	B+	1GBG7T1C1YJ527348	1,800
S	2020	2001	BlueBird School Bus	B+	1GBG7T1C1YJ527124	1,800
S	2020	1985	Bumper Pull 5X12 Trailer	R	901109	0
S	2020	1995	Cargo Carrier Trailer 18X6 (LH	R	11WHC1828SW216816	0
S	2020	2002	Chev Blubird Bus	B+	1GBG7T1C42J508932	1,800
S	2020	2002	Chev Blubird Bus	B+	1GBG7T1C32J512535	1,800
S	2020	2002	Chev Blubird Bus	B+	1GBG7T1C22J508816	1,800
S	2020	2001	Chev Blubird Bus	B+	1GBG7T1C9YJ527064	1,800
S	2020	1998	Chevrolet Crew Cab Pickup	T	5SHFH2336FB001240	0
S	2020	1989	Chevrolet 1/2 Ton Pickup	T	1GCDC14H9KZ182150	0
S	2020	1989	Chevrolet 1/2 Ton Pickup	T	5SHFH2336FB001239	0
S	2020	1989	Chevrolet 1/2 Ton Pickup	T	5SHFH2336FB001241	0
S	2020	1988	Chevy Crew Cab Pickup	T	1GCHR33N0JJ113055	0
S	2020	2004	Chevy C2500HD Pickup	T	1GCGC24U54Z204213	0
S	2020	2004	Chevy C2500HD Pickup	T	1GCGC24UX4Z166364	0
S	2020	2004	Chevy C2500HD Pickup	T	1GCGC24U14Z133690	0
S	2020	2004	Chevy C2500HD Pickup	T	1GCGC24U84Z167626	0
S	2020	1981	Chevy 1 Ton Pickup	T	1GBHK34M7BJ108516	0
S	2020	1989	Chevy 1/2 Ton Pickup	T	1GCDC14HXKZ178916	0

ct	Plan Year	Auto Year	Auto Make/Model	Auto Typ	Auto VIN	Cost New
S	2020	1989	Chevy 1/2 Ton Pickup	T	1GCDC14H9KZ179099	0
S	2020	1989	Chevy 1/2 Ton Pickup	T	1GCDC14H4KZ179138	0
S	2020	1989	Chevy 1/2 Ton Pickup	T	1GCDC14H6KZ180596	0
S	2020	2020	Cimarron Lonestar Stock Traile	R	5PASG2422LC012778	20,414
S	2020	2020	Cimarron Showstar Stock Traile	R	5PASG2424LC012779	24,163
S	2020	2012	Dodge Charger/Police Veh w/$40	P	2C3CDXAT4CH205277	15,400
S	2020	2014	Dodge Charger/Police Veh w/$40	P	2C3CDXKT8EH288441	19,400
S	2020	2014	Dodge Charger/Police Veh w/$40	P	2C3CDXAT4EH279124	19,400
S	2020	2015	Dodge Grand Caravan/Transit Va	V	2C4RDGBG4FR713724	22,443
S	2020	2015	Dodge Grand Caravan/Transit Va	V	2C4RDGBG6FR713725	22,443
S	2020	2015	Dodge Grand Caravan/Transit Va	V	2C4RDGBG1FR724468	22,443
S	2020	2015	Dodge Grand Caravan/Transit Va	V	2C4RDGBG5FR724554	22,443
S	2020	2015	Dodge Grand Caravan/Transit Va	V	2C4RDGBG2FR747502	22,443
S	2020	2015	Dodge Grand Caravan/Transit Va	V	2C4RDGBG6FR748846	22,443
S	2020	2020	Dodge ProMaster Van	V	3C6TRVDG0LE107902	36,507
S	2020	2020	Dodge ProMaster Van	V	3C6TRVDG0LE110699	36,507
S	2020	2011	Dodge Ram 3500	T	G570126/Liability On	0
S	2020	2014	Dodge Ram 3500	T	3345/Liability Only	0
S	2020	2018	Dodge 2500 Crew Cab Pickup	T	#JG329075 (Liability	0
S	2020	2001	Ford D253 Cargo Van	V	1FTNE24LO1HA27404	0
S	2020	2016	Ford Econoline/Mini Van	V	1FDFE4FS5GDC07364	54,972
S	2020	2016	Ford Econoline/Mini Van	V	1FDFE4FS1GDC07362	54,972
S	2020	2016	Ford Econoline/Mini Van	V	1FDFE4FS9GDC07366	54,972
S	2020	2016	Ford Econoline/Mini Van	V	1FDFE4FS3GDC07363	54,972
S	2020	2016	Ford Econoline/Mini Van	V	1FDFE4FS7GDC07365	54,972
S	2020	2011	Ford Edge	P	75518/Liability Only	0
S	2020	2013	Ford Explorer Interceptor w/$4	P	1FM5K8AR8DGA89904	11,400
S	2020	2013	Ford Explorer Interceptor w/$4	P	1FAHP2M84DG150710	9,900
S	2020	2016	Ford Explorer Interceptor w/$4	P	1FM5K8AR2GGB88707	23,000
S	2020	2017	Ford Explorer Interceptor w/$4	P	1FM5K8AR7HGS58240	26,000
S	2020	2017	Ford Explorer Interceptor w/$4	P	1FM5K8AR8HGE02178	26,000
S	2020	2017	Ford Explorer Interceptor w/$4	P	1FM5K8AR2HGB65167	26,000
S	2020	1999	Ford E250 Econoline Van	V	1FTNE24L9XHA70812	0
S	2020	1999	Ford E250 Econoline Van	V	1FTNE24L9XHA70809	0
S	2020	2000	Ford E350 Cargo Van	V	1FTSE34L9YHB67910	0
S	2020	1996	Ford F150 Pickup	T	1FTEF15N7TNA24320	0
S	2020	1997	Ford F150 Pickup	T	1FTDF1762VKC90852	0
S	2020	1997	Ford F150 Pickup	T	1FTDF1764VKC90853	0
S	2020	1997	Ford F150 Pickup	T	3FTHF25H4VMA47810	0
S	2020	1997	Ford F150 Pickup	T	3FTHF25H3VMA51539	0
S	2020	1997	Ford F150 Pickup	T	3FTHF25HXVMA50419	0
S	2020	1997	Ford F150 Pickup	T	1FTDF1720VKD58417	0
S	2020	1997	Ford F150 Pickup	T	1FTEF17W8VKD66806	0
S	2020	1998	Ford F150 Pickup	T	1FTZF1727WNA17246	0
S	2020	2000	Ford F150 Pickup	T	1FTRF17L6YNB21108	0
S	2020	2010	Ford F150 Pickup	T	1FTNF1CV5AKA57432	15,674
S	2020	2010	Ford F150 Pickup	T	1FTNF1CV9AKA57434	15,674
S	2020	2010	Ford F150 Pickup	T	1FTNF1CV3AKA57431	15,674
S	2020	2010	Ford F150 Pickup	T	1FTNF1CV1AKA57430	15,674
S	2020	2015	Ford F150 Pickup	T	1FTEWICF9FFC15683	24,839

ct	Plan Year	Auto Year	Auto Make/Model	Auto Typ	Auto VIN	Cost New
S	2020	2015	Ford F150 Pickup	T	1FTEWICF0FFC15684	24,839
S	2020	2018	Ford F150 Pickup	T	1FTMF1CB7JKD68037	19,284
S	2020	2018	Ford F150 Pickup	T	1FTMF1CB5JFC01071	19,285
S	2020	2018	Ford F150 Pickup	T	1FTMF1CB6JKF55530	19,285
S	2020	1997	Ford F250 Pickup	T	3FTHF25G1VMA51496	0
S	2020	2012	Ford F250 Pickup	T	1FTBF2A68CEB08993	20,672
S	2020	2012	Ford F250 Pickup	T	1FTBF2A6XCEB08994	20,672
S	2020	1999	Ford F350 Crew Cab Pickup	T	1FTSW30S5XEE37225	0
S	2020	2001	Ford F350 Crew Cab Pickup	T	3FTSW30L31MA55737	0
S	2020	2001	Ford F350 Crew Cab Pickup	T	3FTSW30S61MA55738	0
S	2020	2016	Ford F350 Pickup	T	1FT8W3A6XGEA72746	27,714
S	2020	2015	Ford F350 1 Ton Pickup	T	1FT8W3A64GEA52699	27,714
S	2020	2015	Ford F350 1 Ton Pickup	T	1FT8W3A67GEA59579	27,714
S	2020	2015	Ford F550 Refrigerated Truck	T	1FDUF5GT8FEA14278	89,048
S	2020	1997	Ford F800 Dump Truck	T	1FDWF80C2WVA16726	0
S	2020	2009	Ford Pickup	T	1FTRX12V09KA73324	16,650
S	2020	1997	Ford Ranger	T	1FTCR10A6VTA65085	0
S	2020	2002	Ford Ranger	T	1FTYR10D82PB52801	0
S	2020	2016	Ford SVG F550 Refrigerated Tru	T	1FDUF5GT2GEA84683	71,833
S	2020	2015	Ford Transit/Instruct Media Va	V	1FTNR2XM3FKB05855	26,925
S	2020	2015	Ford Transit/Instruct Media Va	V	1FTNR2XM5FKB05856	26,925
S	2020	2016	Ford 14 Passenger Bus	B-	1FDFE4FS6GDC05753	57,479
S	2020	2016	Ford 14 Passenger Bus	B-	1FDFE4FS8GDC05754	57,479
S	2020	2019	Ford 260 F6DE Refrigerated Tru	T	1FDNF6DC8KDF03052	114,117
S	2020	2002	Freightliner FL60 Truck-Tracto	T	1FVABPAL62HJ53734	0
S	2020	2001	Freightliner FS65 School Bus	B+	4UZ3CFAA11CH38743	1,800
S	2020	2001	Freightliner FS65 School Bus	B+	4UZ3CFAA31CH38744	1,800
S	2020	1984	GMC 1/2 ton Pickup	T	1GTDC14H3ES517593	0
S	2020	2014	International Activity Bus/Mod	B+	4DRBWAAR5EB494972	142,218
S	2020	2014	International Activity Bus/Mod	B+	4DRBWAAR3EB494971	142,218
S	2020	1998	International Bluebird	B+	1HVBBAAP6WH570805	1,800
S	2020	1998	International Bluebird	B+	1HVBBAAP4WH569748	1,800
S	2020	1998	International Bluebird	B+	1HVBBAAP6WH569752	1,800
S	2020	2001	International Bluebird	B+	1HVBBAAP51H398114	0
S	2020	1990	International Bus	B+	1HVBBNEPOLH272005	1,800
S	2020	1990	International Bus	B+	1HVBBNEP4LH272007	1,800
S	2020	1990	International Bus	B+	1HVBBNEP6LH272008	1,800
S	2020	1990	International Bus	B+	1HVBBNEP5LH272002	1,800
S	2020	1990	International Bus	B+	1HVBBNEP4LH272010	1,800
S	2020	1990	International Bus	B+	1HVBBNEP6LH272011	1,800
S	2020	1990	International Bus	B+	1HVBBNEP1LH272014	1,800
S	2020	1990	International Bus	B+	1HVBBNEP3LH272015	0
S	2020	1990	International Bus	B+	1HVBBNEP2LH272023	1,800
S	2020	1990	International Bus	B+	1HVBBNEP4LH272024	1,800
S	2020	1990	International Bus	B+	1HVBBNEP6LH272025	1,800
S	2020	1990	International Bus	B+	1HVBBNEP8LH272026	1,800
S	2020	1990	International Bus	B+	1HVBBNEPXLH272027	1,800
S	2020	1990	International Bus	B+	1HVBBNEP1LH272028	1,800
S	2020	1990	International Bus	B+	1HVBBNEP1LH272031	1,800
S	2020	2011	International Ce Bus w/Lift	B+	4DRBUAAN1BB375220	83,803

ct	Plan Year	Auto Year	Auto Make/Model	Auto Typ	Auto VIN	Cost New
6	2020	2011	International Ce Bus w/Lift	B+	4DRBUAAN3BB375221	83,803
6	2020	2011	International Ce Bus w/Lift	B+	4DRBUAAN5BB375222	83,803
6	2020	2011	International Ce Bus w/Lift	B+	4DRBUAAN7BB375223	83,803
6	2020	2011	International CE Bus w/Lift	B+	4DRBUAAN5BB375219	83,803
6	2020	2011	International CE Passenger Bus	B+	4DRBUAAN6BB375228	75,336
6	2020	2013	International CE300 Bus	B+	4DRBUAAN1DB155207	76,535
6	2020	2013	International CE300 Bus	B+	4DRBUAAN3DB155208	76,535
6	2020	2013	International CE300 Bus	B+	4DRBUAAN5DB155209	76,535
6	2020	2014	International CE300 Bus	B+	4DRB4AAP8EB785163	78,458
6	2020	2014	International CE300 Bus	B+	4DRBUAAPXEB785164	78,458
6	2020	2014	International CE300 Bus	B+	4DRBUAAP3EB785166	78,458
6	2020	2014	International CE300 Bus	B+	4DRBUAAP7EB785168	78,458
6	2020	2014	International CE300 Bus	B+	4DRBUAAP5EB785167	78,458
6	2020	2014	International CE300 Bus	B+	4DRBUAAP1EB785165	78,458
6	2020	2012	International IC CE30	B+	4DRBUAAN7CB672199	76,535
6	2020	2012	International IC CE300	B+	4DRBUAAN7CB672204	76,535
6	2020	2012	International IC CE300	B+	4DRBUAAN3CB672202	76,535
6	2020	2012	International IC CE300	B+	4DRBUAANXCB672200	76,535
6	2020	2012	International IC CE300	B+	4DRBUAAN5CB672203	76,535
6	2020	2012	International IC CE300	B+	4DRBUAAN1CB672201	76,535
6	2020	2012	International IC CE300	B+	4DRBUAAN5CB672198	76,535
6	2020	1995	International Refrig Truck	T	1HTSHAAR0SH612663	0
6	2020	1996	International 300S School Bus	B+	1HVBBAAP7TH310389	1,800
6	2020	1996	International 300S School Bus	B+	1HVBBAAP1TH373486	1,800
6	2020	1996	International 300S School Bus	B+	1HVBBAAPXTH373485	1,800
6	2020	1997	International 3000 Series Bus	B+	1HVBBAAP4VH472953	0
6	2020	1997	International 3000 Series Bus	B+	1HVBBAAP6VH472954	0
6	2020	1999	International 3800 4X2 School	B+	1HVBBAAP8XH204815	1,800
6	2020	1999	International 3800 4X2 School	B+	1HVBBAAP2XH204938	1,800
6	2020	1999	International 3800 4X2 School	B+	1HVBBAAP4XH204939	1,800
6	2020	1999	International 3800 4X2 School	B+	1HVBBAAP6XH204943	1,800
6	2020	1996	International 3800 4X2 School	B+	1HVBBAAP3TH310390	1,800
6	2020	2015	Kaufman Flatbed Trailer	R	5SHFH2336FB001238	5,990
6	2020	1978	Kinggoos Concession Trailer	R	5819314	0
6	2020	0000	Model WS58HD 5X12 Cargo Traile	R	47ZFB08185X037754	1,300
6	2020	2007	Pace 24 Trailer MHS Band Trai	R	47ZWB242X6X043034	7,000
6	2020	2000	S&H 16 Trailer MHS Band Trail	R	140KB12D6YA039623	4,000
6	2020	2006	Sundowner Bumper Pull Sunlite	R	13SAY182361AA6801	0
6	2020	2018	Sundowner Sunlite Model Stock	R	13SKJ3228J1KB5129	23,995
6	2020	2015	Texoma 18 Flatbed Trailer	R	JT81777TXEKRAC629	3,250
6	2020	2015	Texoma 18 Flatbed Trailer	R	JT81777TXEKRAC630	3,250
6	2020	2015	Texoma 18 Flatbed Trailer	R	JT81777TXEKRAC631	3,250
6	2020	2017	Thomas Bus 48 Passenger w/Lift	B+	4UZABRDU2HCHN6633	95,610
6	2020	2017	Thomas Bus 48 Passenger w/Lift	B+	4UZABRDU4HCHN6634	95,610
6	2020	2015	Thomas Diesel School Bus	B+	4UZABRDU5FCGH5778	75,703
6	2020	2015	Thomas Diesel School Bus	B+	4UZABRDU3FCGH5777	75,703
6	2020	2015	Thomas Diesel School Bus	B+	4UZABRDU7FCGH5779	75,703
6	2020	2015	Thomas Diesel School Bus	B+	4UZABRDU3FCGH5780	75,703
6	2020	2015	Thomas Diesel School Bus	B+	4UZABRDU5FCGH5781	78,539
6	2020	2015	Thomas Diesel School Bus	B+	4UZABRDU7FCGH5782	78,539

t	Plan Year	Auto Year	Auto Make/Model	Auto Typ	Auto VIN	Cost New
	2020	2015	Thomas Diesel School Bus W/Lif	B+	4UZABRDU9FCGH5783	90,914
	2020	2015	Thomas Diesel School Bus W/Lif	B+	4UZABRDU2FCGH5785	90,914
	2020	2015	Thomas Diesel School Bus W/Lif	B+	4UZABRDU0FCGH5784	90,914
	2020	2015	Thomas Diesel School Bus W/Lif	B+	4UZABRDU4FCGH5786	90,914
	2020	2015	Thomas Diesel School Bus W/Lif	B+	4UZABRDU6FCGH5787	90,914
	2020	2017	Thomas Freightliner Bus 71 Pas	B+	4UZABRDU1HCHS5809	79,867
	2020	2017	Thomas Freightliner Bus 71 Pas	B+	4UZABRDUXHCHS5811	79,867
	2020	2017	Thomas Freightliner Bus 71 Pas	B+	4UZABRDU8HCHS5810	79,867
	2020	2017	Thomas Freightliner Bus 71 Pas	B+	4UZABRDU8HCHS6066	79,867
	2020	2017	Thomas Freightliner Bus 71 Pas	B+	4UZABRDUXHCHS6067	79,867
	2020	2016	Thomas 46 Pass Activity Bus/ M	B+	1T7Y84E23G1094489	147,532
	2020	2016	Thomas 46 Pass Activity Bus/ M	B+	1T7Y84E21G1094488	147,532
	2020	1975	Waymatic Concession Trailer	R	69754	0

E N D O F R E P O R T * * *

OSRMT
OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

2801 North Lincoln Boulevard • Suite 219 • Oklahoma City, OK 7
Phone: (800) 973-3023 • Fax: (888) 628-7771 • www.osrmt.org

Active Assailant Coverage

Lawton School District

Policy Term: 7/1/2020 to 7/1/2021

	Limit	Deductible
Active Assailant Limit	$500,000	
Property Damage		$5,000
Third Party Liability		$5,000
Ancillary Support Services		$0

Extra Expenses

Temporary Security	$5,000 per event or 5 days, whichever the lesser
Counseling Costs	$5,000 per event

OSRMT Active Assailant Education
Plan of Coverage

Definitions:

Active Assailant:

A person or group of persons actively engaged in killing or attempting to cause serious **Bodily Injury** to one (1) or more person(s) by means of the use of a vehicle, explosive device or any **Handheld Weapon**.

Active Assailant Event:

An attack by an **Active Assailant** located at a **Covered Location** causing property damage and / or **Bodily Injury** to one (1) or more person(s), excluding the **Active Assailant**, at or within six hundred and fifty (650) feet of a **Covered Location.**

Actual Cash Value:

The amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

Actual Loss:

The Member's verified costs and/or expenses arising out of the **Active Assailant Event** or **Hostage Event** calculated as per the wording.

Aggregate Limit of Liability:

The total combined limit of liability for the **Coverage Period**. The aggregate amount includes amounts payable under all Sections of this Plan of Coverage, including any sub-limits and all other amount(s) payable under any Endorsement to this Plan of Coverage.

Bodily Injury:

Any physical injury to a person including death, sickness, disease, or disability and all mental injury, anguish or shock to such persons resulting from such physical injury.

Claim:

A written demand received by the **Member** from a third party for **Damages** covered by this Plan of Coverage.

Claim Expenses:

All reasonable and necessary fees, costs and expenses incurred with the written consent of the **Coverage Provider** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim,** suit or proceeding relating to a **Claim**. **Claim Expenses** do not include the salaries, expenses, overheads or other charges by the **Member** for any time spent in co-operating in the defense, settlement and investigation of any **Claim.**

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Counselling Costs:

Costs incurred for the provision of care by psychiatrists, social workers or counsellors, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Crisis Management Response Services:

The provision to the **Member** of assistance and guidance from Security Exchange during or immediately following an **Active Assailant Event** or **Hostage Event.** Security Exchange's services may include, but are not limited to: on-the-ground expert crisis response; emergency services liaison; casualty bureau support; family liaison; press and media management; stakeholder communications and business continuity support.

Damages:

A monetary judgement, monetary award made by a competent court or a monetary settlement. **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

Employee:

Any person who is:

1. Under a contract of service or apprenticeship with the **Member**; or
2. Supplied to or hired or borrowed by the **Member**; or
3. Under any work experience or similar scheme with the **Member**

while employed by the **Member** or engaged by and under the control of the **Member** in connection with the **Member's** business.

Funeral Expenses:

Costs incurred for the professional services required for the arrangement of a funeral, including the supervision of all the arrangements preceding, during and following the service.

Handheld Weapon:

Any instrument in the possession of an **Active Assailant** or **Hostage Taker** that could be used to harm, maim or kill, including acid(s).

Hostage Taker:

A person or group of persons, in possession of an explosive device or any **Handheld Weapon**, holding one (1) or more person(s) under duress at a **Covered Location** for a period in excess of one (1) hour.

Hostage Event:

A premeditated incident by a **Hostage Taker** located at a **Member Location** which involves one (1) or more person(s) within a **Member Location** and which lasts for one (1) or more consecutive hours.

Member:

The entity named in the Schedule/Declaration that will be indemnified in the event of a loss under this Plan of Coverage.

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Covered Location(s):

Any property specified in the Schedule/Declaration for which coverage is provided under this Plan of Coverage.

Coverage Provider:

The words "we", "us" and "our" refer to the Oklahoma Schools Risk Management Trust providing the coverage.

Medical and Dental Expenses:

Costs incurred for the provision of medical or dental care, including reconstructive or plastic surgery, to mitigate the adverse effects of **Bodily Injury** sustained as a result of an **Active Assailant Event** or **Hostage Event**, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Medical and Dental Expenses do not include counselling and/or psychiatric care costs.

Occurrence:

The duration and extent of an **Active Assailant Event** or **Hostage Event** shall be limited to all losses sustained by the **Member** which arise out of the same purpose or cause. However no **Active Assailant Event** can extend beyond the expiration of this Plan of Coverage unless there is direct physical loss or direct physical damage or **Bodily Injury** at or within six hundred and fifty (650) feet of a **Covered Location** as a result of an **Active Assailant Event** or unless the **Hostage Event** commences prior to expiration of this Plan of Coverage, nor shall any **Active Assailant Event** or **Hostage Event** commence prior to the attachment of this Plan of Coverage.

An **Active Assailant Event** or **Hostage Event** carried out by the same person or group of persons will be deemed to be one occurrence.

Ordinary Payroll:

The entire payroll expense for all **Employees** of the **Member**

.

Period of Liability:

The **Period of Liability** applying to all time element coverages is as follows:

1. For buildings and equipment, the period:
   (a) Starting from the time of physical loss or damage of the type covered against; and
   (b) Ending when, with due diligence and dispatch, the building and equipment could be:
      (i) Repaired or replaced; and
      (ii) Made ready for operations

   Under the same or equivalent physical and operation conditions that existed prior to the damage.

   (a) Shall not to be limited by the expiration of this Plan of Coverage.
2. For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
3. For **Bodily Injury**, the time required by the order of the authorities to remove the injured or dead from a **Covered Location** and conduct investigations required as a result of an **Active Assailant Event** or **Hostage Event**.

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4. For a reduction in students attending the educational facility solely and directly as a result of either an **Active Assailant Event** or **Hostage Event**, the time required to replace the students, but no longer than six (6) months after the **Active Assailant Event** or **Hostage Event**.

Plan of Coverage Period:

The period of time during which this Plan of Coverage is in force, as shown in the Schedule/Declaration.

Sentinel Program:

A policy adopted by the **Member** which allows **Employee(s)** to carry firearms at their **Covered Location(s)** for the purpose of rapidly responding to an **Active Assailant** or **Hostage Taker** at a **Covered Location.**

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Coverage

Some of the words "we" have used in this Plan of Coverage have a special meaning. If a word is in **bold** type, please read the Definitions section of the Plan of Coverage.

Section 1: Property Damage

Coverage:

The **Coverage Provider** will indemnify the **Member** for physical loss or physical damage to real and personal property resulting from an **Active Assailant Event** or **Hostage Event**, in which the **Member** has a covered interest, at a **Covered Location**, occurring during the **Plan of Coverage Period** and directly caused by the actions of an **Active Assailant** during an **Active Assailant Event** or a **Hostage Taker** during a **Hostage Event.**

Debris Removal:

This Plan of Coverage covers the reasonable and necessary costs incurred to remove debris from a **Covered Location** that remains as a direct result of physical loss or damage covered by this Plan of Coverage.

This Additional Coverage does not cover the costs of removal of:

1. contaminated not covered property; or
2. the contaminant in or on not covered property,

whether or not the contamination results from covered physical loss or damage. Contamination includes, but is not limited to, the presence of pollution or hazardous material.

Section 2: Demolition

Coverage:

In the event of the death of one (1) or more student(s) or **Employee**(s), not including the death of the **Active Assailant**, solely and directly caused by an **Active Assailant** during an **Active Assailant Event** or by a **Hostage Taker** during a **Hostage Event,** occurring during the **Plan of Coverage Period** and the **Member** decides to demolish the **Covered Location**, the **Coverage Provider** will indemnify the **Member** such demolition cost.

Section 3: Memorial Erection

Coverage:

The **Coverage Provider** will indemnify the **Member** the costs to erect a permanent memorial in the event of the death of one (1) or more student(s) or **Employee**(s), not including the death of the **Active Assailant**, solely and directly caused by either an **Active Assailant** during an **Active Assailant Event** or by a **Hostage Taker** during a **Hostage Event** occurring during the **Plan of Coverage Period**.

Section 4: Time Element

Coverage:

This Plan of Coverage covers time element losses directly resulting from:

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1 Physical loss or physical damage, as covered in Section 1: **Property Damage.** above; and/or

2 **Bodily Injury** to one (1) or more person(s) solely and directly caused by an **Active Assailant** during an **Active Assailant Event** occurring during the **Plan of Coverage Period** and at or within six hundred and fifty (650) feet of a **Covered Location**; and/or

3 A **Hostage Event**, occurring during the **Plan of Coverage Period** and at a **Covered Location**; and/or

4 Denial of access to a **Covered Location** as a result of an order by a civil or military authority due to an **Active Assailant Event** or **Hostage Event** occurring during the **Plan of Coverage Period** and within one (1) mile of a **Covered Location.**

5 A reduction in students attending the educational facility solely and directly as a result of either an **Active Assailant Event** or **Hostage Event**.

Extra Expense

Measurement of loss:

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the **Member** of the following during the **Period of Liability**:

1. Extra expenses to temporarily continue nearly as normal as practicable the conduct of the **Member's** business; and

2. Extra costs of temporarily using property or facilities of the **Member** or others, less any value remaining at the end of the **Period of Liability** for property obtained in connection with the above.

   The term normal means the condition that would have existed had no:

   (a) Physical loss or physical damage occurred; or

   (b) **Bodily Injury** occurred.

Section 5: Third Party Liability

Subject to the terms and conditions of this Plan of Coverage, the coverage provided under Section 5: Third Party Liability of this Plan of Coverage only covers **Claims** arising from an **Active Assailant Event** or **Hostage Event** occurring during the **Plan of Coverage Period** and reported to the **Coverage Provider** during the **Plan of Coverage Period** in writing as soon as reasonably possible and in no event later than ninety (90) days after the expiration of this Plan of Coverage.

The sub-limit applicable to Section 5: Third Party Liability of this Plan of Coverage, as specified in the Schedule/ Declaration, will be eroded by any valid **Damages** and **Claim Expenses** associated with any **Claim(s)**.

Coverage:

"We" will pay on behalf of the **Member** any **Damages** and/ or **Claim Expenses** the **Member** is found legally liable to pay because of any **Claim(s)** for third party **Bodily Injury** and/ or property damage directly caused by an **Active Assailant Event** or **Hostage Event** that occurs at a **Covered Location** during the **Plan of Coverage Period**.

"We" will also pay on behalf of the **Member** any **Damages** and/ or **Claim Expenses** the **Member** is found legally liable to pay because of any **Claim(s)** for third party **Bodily Injury** and/ or property damage directly caused by an **Employee** enrolled in a **Sentinel Program** and responding to an **Active Assailant Event** or **Hostage Event** that occurs at a **Covered Location** during the **Plan of Coverage Period**.

"We" shall have the right but not the duty to defend:

1. Any **Claim** against the **Member** which seeks **Damages**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or

2. Any **Claim** in the form of a regulatory proceeding.

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Defense counsel shall be mutually agreed upon between the **Member** and the **Coverage Provider**. In the absence of such agreement, the **Coverage Provider's** decision shall be final.

The **Coverage Provider** will pay any **Claim Expenses** incurred provided the prior written consent of the **Coverage Provider** is obtained before those **Claim Expenses** are incurred. The limit of liability available to pay **Damages** under Section 5: Third Party Liability shall be reduced and may be completely exhausted by the payment of **Claim Expenses**.

If the **Member** refuses to consent to any settlement or compromise recommended by the **Coverage Provider** and acceptable to the claimant and elects to contest the **Claim**, the **Coverage Provider's** liability for any **Damages**, penalties and/or **Claim Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the deductible stated in the Schedule/Declaration, plus the **Claim Expenses** incurred up to the time of such refusal or the applicable limit of liability, whichever is less, and the **Coverage Provider** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Member**.

Section 6: Ancillary Support

Coverage:

This Plan of Coverage provides coverage for the following additional expenses:

1. **Medical and Dental Expenses**

   Medical and Dental Expenses for any person(s) physically present at or within six hundred and fifty (650) feet of a **Covered Location.**

   Medical and Dental Expenses are applicable only to persons who are first seen by a medical practitioner within thirty (30) days of an **Active Assailant Event** or **Hostage Event** occurring and will be provided for up to twenty four (24) months after the **Active Assailant Event** or **Hostage Event**.

2. **Counselling Costs**

   Counselling Costs to mitigate the adverse effects of an **Active Assailant Event** or **Hostage Event** for any person(s) physically present at or within six hundred and fifty (650) feet of a **Covered Location**, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

   Counselling Costs must be incurred within twenty four (24) months of an **Active Assailant Event** or **Hostage Event.**

3. **Funeral Costs**

   Funeral Costs for any person(s) killed as a result of an **Active Assailant** or **Hostage Event**.

   Funeral Costs are limited to a maximum of $10,000 per person and $150,000 in the aggregate per **Active Assailant Event** or **Hostage Event**.

4. **Crisis Management Response Service**

   Costs for a crisis management consultant retained by the **Coverage Provider** to provide the **Member** with **Crisis Management Response Services** after an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of a **Covered Location**.

   Crisis Management Response Services are limited to a maximum of $100,000 per **Active Assailant Event** or **Hostage Event** and must be incurred within twelve (12) months of an **Active Assailant Event** or **Hostage Event**.

5. **Employee Retraining Costs**

   Job retraining costs for **Employees** physically present and physically injured as a result of an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of a **Covered Location**.

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Job retraining costs are limited to a maximum of USD 10,000 per person and applicable only to such costs incurred within one hundred and twenty (120) days of an **Active Assailant Event** or **Hostage Event.**

6. **Replacement Employee Recruitment Costs**

   Recruitment costs to replace **Employees** physically present and physically injured as a result of an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of a **Covered Location** and consequentially unable to continue working as a result of their injuries.

   Recruitment costs are applicable only to such costs incurred within one hundred and twenty (120) days of an **Active Assailant Event** or **Hostage Event.**

7. **Clean-up Costs**

   Costs related to the clean-up of a **Covered Location** after an **Active Assailant Event** or **Hostage Event.** Clean-up costs may include biological cleaning or sanitation.

   Clean-up costs are limited to a maximum of $10,000 in the aggregate per **Active Assailant Event** or **Hostage Event**.

8. **Rest and Rehabilitation Costs**

   Costs related to rest and rehabilitation, including travel and lodging meals, for **Employees** who suffer **Bodily Injury** as a result of an **Active Assailant Event** or **Hostage Event.**

   Rest and rehabilitation costs are limited to a maximum of $ 50,000 per **Active Assailant Event** or **Hostage Event**. Costs are applicable only to those costs incurred within twelve (12) months of an **Active Assailant Event** or **Hostage Event**.

9. **Other Expenses**

   Any other costs incurred with prior written consent of the **Coverage Provider** to mitigate the adverse effects of an **Active Assailant Event** or **Hostage Event** at a **Covered Location.**

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General Exclusions:

The Coverage Provider will not indemnify the **Member** for the following losses occurring during the **Plan of Coverage Period**:

1 Loss, damage, increased cost, **Bodily Injury, Damages** or **Claim Expenses:**

(a) occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising; or

(b) as a result of threat or hoax; or

(c) caused by or arising out of road rage; or

(d) caused by or arising out of gang related crime and/or organized crime; or

(e) caused by or arising out of arson; or

(f) caused by vandals or by way of protest or strikes, labor unrest, riots or civil commotion; or

(g) caused by or arising out of electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Plan of Coverage) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile; or

(h) arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused; or

(i) directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or

(j) arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind; or

(k) arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind; or

(l) occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property covered hereunder; or

(m) caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service; or

(n) directly or indirectly caused by mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

2 Any sexual misconduct, including without limitation, any physical acts, gestures, spoken or written words of a sexual nature, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, or sexual exploitation or sexual exploitation unless perpetrated by an **Active Assailant** or **Hostage Taker** during an **Active Assailant Event** or **Hostage Event.**

3 **Medical and Dental Expenses, Counselling Costs, or Funeral Expenses for an Active Assailant or Hostage Taker,**

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4. Any **Damages** or **Claim Expenses** arising out of **Claim(s)** for mental injury, anguish or shock where no **Bodily Injury** has occurred, except as covered under Section 6: Ancillary Support in the form of **Counselling Costs**,

5. Any cash and/or marketable securities, goods or services provided by way of ransom or other response to extortion or hostage demands,

6. Any punitive or exemplary **Damages**, sanctions or any additional damages resulting from the multiplication of compensatory damages which is incurred by the **Member** or which is imposed by any court, government agency, public or civil authority or any other person,

7. Any **Damages** or **Claim Expenses**, including but not limited to, **Medical and Dental Expenses**, **Counselling Costs** or **Funeral Expenses**, arising under employers' liability, workers' compensation, unemployment compensation, social security or disability laws, statute or regulations,

8. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working except as specifically provided by this coverage,

9. Any refunds or compensation or any costs relating to event rescheduling or relocation,

10. Any time element loss caused by an **Active Assailant Event** or **Hostage Event** at a facility supplying gas, electric, water or telephone facilities to a **Covered Location** unless caused by an event within six hundred and fifty (650) feet of a **Covered Location**,

11. Any loss, **Damages** or **Claim Expenses** arising out of loss of market or loss of attraction,

12. Any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature,

13. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
    (a) Planned or rescheduled shutdown
    (b) Strikes or other work stoppage

14. Any increase in loss due to:
    (a) Suspension, cancellation or lapse of any lease, contract, license or orders
    (b) For penalties of any nature.

Property covered shall not include:

1. Land or land values

2. Power transmission, feeder lines or pipelines not located at a **Covered Location**

3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty (30) days, unless the property is intended to be unoccupied in its normal operations

4. Aircraft or any other aerial device, or watercraft

5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared to the **Coverage Provider** and is located at a **Covered Location** at the time of its damage

6. Electronic data

7. Animals, plants or living things of all types

8. Property in transit and not located at a **Covered Location**

9. Any property not owned by the **Member**, or in which the **Member** doesn't have a coverable interest, except as covered under Section 5: Third Party Liability.

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Conditions

General conditions applicable to this Plan of Coverage:

1. **Abandonment**

   There shall be no abandonment of any property to the **Coverage Provider.**

2. **Assignment**

   Assignment or transfer of this Plan of Coverage or any claim hereunder shall not be valid except with the prior written consent of the **Coverage Provider.**

3. **Burden of Proof**

   In any claim and/or action, suit or proceeding to enforce a claim for loss under this Plan of Coverage, the burden of proving that the loss is recoverable under this Plan of Coverage and that no limitation or exclusion of this Plan of Coverage applies and the quantum of loss shall fall upon the **Member**.

4. **Termination**

   This Plan of Coverage may be terminated at the request of the **Member** by giving written notice to the **Coverage Provider** stating when such termination will take effect. Return of any unearned contribution will be calculated and may be less than pro rata.

   In the event of non-payment of contribution this Plan of Coverage may be terminated by or on behalf of the **Coverage Provider** by mailing to the **Member** by certified or other first class mail, at the **Member's** address as shown in this Plan of Coverage, written notice giving the **Member** a minimum of thirty (30) days prior notice of termination and the reason for such termination. The mailing of such notice shall be sufficient proof of notice and this Plan of Coverage shall terminate at the date and hour specified in such notice.

   If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

5. **Requirements in Case of Loss**

   The **Member** will:

   (a) Immediately call the Security Exchange Emergency 24-hour Crisis Line to access **Crisis Management Response Services**:

   1-312-500-5093

   (b) Give immediate written notice to the **Coverage Provider** of any **Active Assailant Event** or **Hostage Event** likely to give rise to a claim hereunder.

   (c) The **Member** shall render a signed and sworn proof of loss within sixty (60) days after the **Active Assailant Event** or **Hostage Event** (unless such period be extended by the written agreement of **Coverage Provider**) stating the time, place and cause of loss, with the exception of losses under Section 5: Third Party Liability of this Plan of Coverage under which the **Coverage Provider** shall render a signed and sworn proof of loss as soon as reasonably possible and in no event later than ninety (90) days of the expiration of the Plan of Coverage.

   (d) Co-operate fully in the investigation or adjustment of any claim.

   (e) Take all reasonable steps to mitigate its losses, such as by using alternative premises if possible and/or resuming normal business operations as soon as possible.

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If the **Coverage Provider** has not received such proof of loss within two (2) years of the expiration date of this Plan of Coverage, the **Coverage Provider** shall be discharged from all liability hereunder.

To notify or report an **Active Assailant Event** or **Hostage Event** likely to give rise to a claim under this Plan of Coverage, please email both of the following email addresses:

Markel: TerrorismClaims@markel.com

Crawford's: claimsalert@us.crawco.com

Notification should also be emailed to:

OSRMT: Claims@sandnergroup.com

When notifying a claim, please provide a brief description of the event, along with the Plan of Coverage Number (see Plan of Coverage Schedule/ Declaration), **Member** Name, Address, and Location affected. Please also provide a contact person and their details.

6. **Arbitration**

If the **Member** and the **Coverage Provider** fail to agree in whole or in part regarding any aspect of this Plan of Coverage, each party shall, within ten (10) days after a demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **Member** and the **Coverage Provider** shall so fail to agree and shall make an award thereon, and if they fail to agree, either may request that selection be made by a judge of a court having jurisdiction.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

7. **Due Diligence**

The **Member** (or any of the **Member's** agents, sub or co-contractor) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the covered property, to avoid or diminish any loss herein covered and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

The **Member** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Coverage Provider** shall allow the **Coverage Provider** and their representatives access to all necessary information, documentation and accounting data in respect of any such recovery.

8. **Expert Fees**

This Plan of Coverage includes, within the **Aggregate Limit of Liability**, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the covered property following damage covered under this Plan of Coverage.

9. **False or Fraudulent Claims**

If the **Member** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Plan of Coverage shall become void and all claims and benefit hereunder shall be forfeited.

10. **Incorrect Declaration Penalty**

If the declared values as stated in the Schedule/Declaration are less than the correct covered values as determined in the Valuation condition, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the **Member** shall co insure for the balance.

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11. **Inspection and Audit**

The **Coverage Provider** or their agents shall be permitted but not obligated to inspect the **Member's** property at any time.

Neither the **Coverage Provider's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Member** or others, to determine or warrant that such property is safe.

The **Coverage Provider** may examine and audit the **Member's** books and records at any time up to two years after the final termination of this Plan of Coverage, as far as they relate to the subject matter of this Plan of Coverage.

12. **Legal Action Against the Coverage Provider**

No one may bring a legal action against the Coverage Provider unless:

(a) There has been full compliance by the **Member** with all of the terms of this Plan of Coverage; and

(b) The action is brought within two (2) years after the expiration or termination of this Plan of Coverage.

13. **Limits of Liability and Excess**

The **Coverage Provider** shall not be liable under this Plan of Coverage for more than the **Aggregate Limit of Liability** as stated in the Schedule/Declaration in the **Plan of Coverage Period.** Nor shall the **Coverage Provider** be liable under this Plan of Coverage for more than any of the sub-limits stated in the Schedule/Declaration for the coverage provided under each section in respect of any one **Occurrence.**

Any payment by the **Coverage Provider** is subject to the Deductible and Waiting Period stated in the Schedule/Declaration. During the waiting period, the **Coverage Provider** will not be liable to make any payment which they would otherwise be required to make under the provisions of this Plan of Coverage.

14. **Material Changes**

The **Member** shall notify the **Coverage Provider** of any change of circumstances which would materially affect this Plan of Coverage.

15. **Misrepresentation**

If the **Member** has concealed or misrepresented any material fact or circumstance relating to this coverage, this Plan of Coverage shall become void. If the **Member** is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

16. **Multiple Members**

Where there are multiple **Members**, the **Coverage Provider's** total liability for any loss, damage, cost or expense of any nature sustained by any one or more of the **Members** under this Plan of Coverage will not exceed the **Aggregate Limit of Liability** shown in the Schedule/Declaration.

17. **Primary Coverage**

This Plan of Coverage is primary without right of contribution from any other coverage which is carried by the **Member**. The amount of the **Coverage Provider's** liability shall not be reduced by the existence of other coverage of the same risk. **The Coverage Provider** waives any claim for average or contribution in respect of any other Coverage Provider/Insurer of the covered risks covered hereunder.

This does not apply to any workers' compensation or other form of wage replacement and/or medical benefit coverage.

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18. **Protection Maintenance**

It is agreed that any protection provided for the safety of the property covered shall be maintained in good order throughout the term of this Plan of Coverage and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the **Coverage Provider** without their consent. Failure to comply with this shall render the Plan of Coverage void until the protection has been reinstated.

19. **Rights of Third Parties Exclusion**

This Plan of Coverage is effected solely between the **Member** and the **Coverage Provider.**

This Plan of Coverage shall not confer any benefits on any third parties and no such third party may enforce any term of this Plan of Coverage.

This clause shall not affect the rights of the **Member.**

20. **Salvage**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Plan of Coverage shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

21. **Sanctions**

The **Coverage Provider** shall not be deemed to provide cover and the **Coverage Provider** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Coverage Provider** to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

22. **Situation**

This Plan of Coverage provides coverage for property located at the addresses stated in the Schedule/Declaration.

23. **Subrogation**

Any release from liability entered into in writing by the **Member** prior to loss hereunder shall not affect this Plan of Coverage or the right of the **Member** to recover hereunder. The right of subrogation against any of the **Member's** subsidiary or affiliated companies or any other companies associated with the **Member** through ownership or management is waived.

In the event of any payment under this Plan of Coverage, the **Coverage Provider** shall be subrogated to the extent of such payment to all the **Member's** right of recovery therefor. The **Member** shall execute all papers required, shall cooperate with the **Coverage Provider** and, upon the **Coverage Provider's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Coverage Provider** will act in concert with all other interests concerned (including the **Member**) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(a) Any interest, (including the **Member's**), exclusive of any deductible, waiting period or self-insured retention, suffering a loss of the type covered by this Plan of Coverage and in excess of the coverage under this Plan of Coverage shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(b) Out of the balance remaining, the **Coverage Provider** shall be reimbursed to the extent of payment under this Plan of Coverage;

(c) The remaining balance, if any, shall inure to the benefit of the **Member**, or any Coverage Provider or Insurer providing coverage primary to this Plan of Coverage, with respect to the amount of such primary coverage, deductible, waiting period, self-insured retention, and/or loss of a type not covered by this Plan of Coverage.

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The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the **Member**, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the **Coverage Provider**, the expense thereof shall be borne by the **Coverage Provider**.

24. Valuation

In respect of Section 1 – Property Damage and Section 2 – Demolition, settlement shall be based upon the cost of repairing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

(a) The repairs or reinstatement must be executed with due diligence and dispatch;

(b) Until repairs or reinstatement have been effected the amount of liability under this Plan of Coverage in respect of loss shall be limited to the **Actual Cash Value** at the time of loss;

(c) If repairs or reinstatement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of repairs or reinstatement due thereto shall not be covered by this Plan of Coverage.

(d) With respect to Section 2 – Demolition, as a condition of collecting under this Section, any expenditure must be unplanned as of the date of loss.

The **Coverage Provider's** liability for loss under this Plan of Coverage shall not exceed the smallest of the following amounts:

(a) The Plan of Coverage limit applicable to the destroyed or damaged property,

(b) The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,

(c) The amount actually and necessarily expended in repairing said property or any part thereof.

The **Coverage Provider** will normally expect the **Member** to carry out repair of the covered property, but if the **Member** and the **Coverage Provider** agree that it is not practicable or reasonable to do this, the **Coverage Provider** will pay the **Member** an amount based on the repair costs, less an allowance for fees and associated costs which are not otherwise incurred. The **Coverage Provider** will only pay the **Member** up to the **Aggregate Limit of Liability** shown in the Schedule/Declaration.

25. Service of Suit

This Service of Suit Clause is only applicable to **Members** domiciled in the USA.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration provision within this Plan of Coverage. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of coverage.

It is agreed that in the event of the failure of the **Coverage Provider** to pay any amount claimed to be due hereunder, the **Coverage Provider**, at the request of the **Member**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

Nothing in this Clause constitutes or should be understood to constitute a waiver of the **Coverage Provider's** rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

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It is further agreed that the service of process in such suit may be made upon:

Oklahoma Schools Risk Management Trust
Sandner Group Claims Management
155 N. Wacker Drive, Suite 3700
Chicago, IL 60606

The **Coverage Provider** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the **Coverage Provider** in any such suit and/or upon the request of the **Member** to give a written undertaking to the **Member** that they will enter a general appearance upon the **Coverage Provider's** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Coverage Provider** hereon hereby designate the Superintendent or other officer specified for that purpose in the statute, or their successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Member** hereunder arising out of this contract of coverage, and hereby designate the above- named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

26. **.Choice of Law and Jurisdiction**

This Plan of Coverage shall be subject to the law and jurisdiction stated in the Schedule/Declaration.

27. **Complaints**

Your Plan of Coverage was underwritten by **"us"** who are committed to providing a high quality and professional service and to maintain fair outcomes for our **Members**. If you are dissatisfied or have any complaints about your Plan of Coverage or the handling of a claim you should contact **"us" on the following details:**

By email:	Claims@sandnergroup.com
By writing to:	Sandner Group Insurance Program Managers 155 N. Wacker Drive, Suite 3700 Chicago, IL 60606

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use our best endeavors to comply with the local timeframes set within the territory of where the complainant is located.

(a) A complaint received by **"us"** (whether by letter or e-mail) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

(b) Complaints will be acknowledged in writing within the time scales set out in **"our'** complaint handling procedures. That acknowledgement will include the name of the person who will be reviewing the complaint.

(c) We will try to resolve a complaint within time scales set out in **"our"** complaints handling procedures and give a written response, or send an interim response explaining why we are not yet in a position to resolve matters.

(d) In the event the matter is still not resolved or should you remain dissatisfied with this final response, you may if eligible, refer your complaint to **the local Alternate Dispute Resolution (ADR)** who can independently investigate your complaint. Specific referral rights will be supplied within the final response letter or upon request.

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THIS ENDORSEMENT CHANGES THE PLAN OF COVERAGE.
PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This coverage does not apply to:

u. Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any member allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This coverage does not apply to:

r. Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any member allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

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PLAN NUMBER: **COMMERCIAL PROPERTY**

THIS ENDORSEMENT CHANGES THE PLAN OF COVERAGE.
PLEASE READ IT CAREFULLY.

ROOF – ACTUAL CASH VALUE LIMITATION

(Older Than 15 Years)

This endorsement modifies coverage provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE PART

SCHEDULE

Premises Number	Building Number
ALL	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

It is agreed that the following coverage change applies, but only to coverage provided for the locations listed in the Schedule.

1. If the "roof covering" or any part of the "roof covering" at the covered building is older than 15 years at the time of loss or damage, the following limitation will apply:
   a. In respect to the perils of wind or hail, coverage for roof coverings is hereby amended to "Actual Cash Value".
   b. With respect to valuation of the roof covering, the Replacement Cost value is deleted and replaced with "Actual Cash Value".
2. **Definitions**
   a. "Roof Covering" means:
      (1) The roof material exposed to the weather;
      (2) The underlayment applied for moisture protection;
      (3) All flashings required in the replacement of a roof covering.
   b. "Actual Cash Value" means;
      (1) The cost to repair or replace the damaged property with material with like kind and quality with property reduction for depreciation;
      (2) At the time of loss, consideration will be given to the age, condition and maintenance of the damaged property.

In the event that the Member cannot produce documentary proof that the "roof covering" or any part of the "roof covering" at a covered building 15 years old or less at the time of loss, the coverage provider will engage a qualified, independent roofing expert who will estimate the age of the "roof covering" or any part of the "roof covering" at the covered building. If the expert estimates that the "roof covering" or any part of the "roof covering" at the covered building is older than 15 years, the above limitation will apply.

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OSRMT OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

School Board Legal Liability Application for Coverage

School District Information

School District:	Lawton Board of Education, ISD #8
Address:	PO Box 1009
City	Lawton
State	OK
Zip	73502
Email	kbentley@lawtonps.org
Phone	580-357-6900

Agent Information

Agent's Phone	580-355-4500
Agency Name	Insurica
Agency Address	PO Box 949, Lawton, OK 73502
Agent's Name	Larry D. Neal
Agent's Email	larry.neal@insurica.com
School District/Educational Entity Type	Public School District
Board Member Name & Title	Carla Clodfelter, president Patty Neuwirth, vice president Kelly Edwards, member Mary Bradley, member Zeldon Rice, member
If Special Education or Career Tech, please provide total payroll	$

Vocational Education Services

Do schools provide their own Vocational Programs?	☒ Yes ☐ No
If Yes, how many Vocational Students are enrolled?	220
Does the School District participate in a Vocational Cooperative?	☐ Yes ☒ No
If Yes, how many Vocational Students are enrolled from the School District?	
If the School District participates in a Vocational Cooperative, does the School District provide any of the Vocational Programs?	☐ Yes ☒ No
Does the School District act as the Administrative Unit for the Vocational Cooperative?	☐ Yes ☒ No

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OSRMT OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

School Board Legal Liability Application for Coverage

Special Education Services

If the School District is participating in a Special Education Cooperative, does the District provide any of the Special Education Programs?	☐ Yes ☒ No
If Yes, how many Special Education Students are enrolled?	
Do you have written procedures for the development of an Individualized Education Program (IEP) for each Student?	☐ Yes ☒ No See Attachment

Employment Practices

Does the District have a written policy for suspension, dismissal and/or non-renewal of staff (professional and non-professional)?	☒ Yes ☐ No
Have any of the District's employees been suspended, demoted or transferred within the last 12 months?	☒ Yes ☐ No
If Yes, describe action taken and dates:	
Have there been any employee dismissals, terminations, reduction in staff, or non-renewal of employment contracts within the last 12 months?	☒ Yes ☐ No
If Yes, describe action taken and dates:	
Does the District plan any redistricting or other activity (including reduction in staff, employee terminations, dismissals, or non-renewal of employment contracts) which would have a significant effect on the number of employees?	☐ Yes ☒ No
If Yes, please explain:	
Are background checks conducted on all employees prior to hiring?	☒ Yes ☐ No
Is an offer of employment contingent upon such checks?	☒ Yes ☐ No
Are background checks conducted on current employees?	☐ Yes ☒ No
Are background checks conducted by State Police? OSBI	☒ Yes ☐ No

Sexual Harassment

Has the District established a policy and guidelines related to reporting and investigating allegations of sexual harassment?	☒ Yes ☐ No
If Yes, are the guidelines in writing?	☒ Yes ☐ No
Does the District conduct seminars on preventing, identifying and reporting incidents of sexual harassment?	☒ Yes ☐ No
If Yes, how often are the seminars conducted? annually	☒ Yes ☐ No
If Yes, is attendance mandatory for all employees?	☒ Yes ☐ No

What steps, if any, are taken by the School District to educate students concerning sexual harassment?

student handbook

What steps, if any, are taken by the School District to educate parents, students and all employees on the prevention, identifying and reporting of bullying?

student handbook
GCN annual required training

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Other Questions

Is the School District a candidate for consolidation, annexation or dissolution next year?	☐ Yes ☒ No
If Yes, please explain:	
Has the District informed all the proper personnel of the State's Requirement on reporting any instance of suspected child abuse to the proper authorities?	☒ Yes ☐ No
Has the District experienced any instance whereby this requirement was violated?	☐ Yes ☒ No
If Yes, please explain:	
Has the District adopted a written policy on suspected child abuse?	☒ Yes ☐ No
Does the School District purchase insurance coverage for claims arising out of Sexual Abuse or Child Molestation?	☒ Yes ☐ No
Has any school within the School District ever been involved in or been closed by any dispute regarding integration, segregation, school busing or equal rights or strikes by students or teachers?	☐ Yes ☒ No
If Yes, please list instances:	

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OSRMT OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

School Board Legal Liability Application for Coverage

Previous SBLL and Loss Information

Has any policy or application for school board Errors & Omissions liability insurance or coverage on behalf of the District Board of Education or any of its employees been declined, canceled, or renewal refused within the last 5 years?	☐ Yes ☒ No
If Yes, please list details:	
Have there been, within the last 5 years, or are there now pending any Errors & Omissions claims, suits, legal actions or Proceedings against the District, the Board of Education or any other person proposed for this coverage in their Covered capacity?	☒ Yes ☐ No
If Yes, please list details: See Attached Loss Runs	
Please provide current detailed loss data, supplied by each of the School Board Legal/Errors and Omissions liability insurers and coverage providers for the past five years. For your use, please see the sample claims authorization letter.	
WITH RESPECT TO QUESTION ABOVE, IT IS AGREED THAT ANY CLAIM ARISING FROM THE FACTS, CIRCUMSTANCES OR SITUATIONS WHICH FORM THE BASIS FOR SUCH CLAIMS, SUITS, LEGAL ACTIONS OR PROCEEDINGS IS EXCLUDED FROM THE PROPOSED COVERAGE.	
Does any person proposed for this coverage have knowledge or information of any facts, circumstances or situations which might give rise to a claim under the proposed Coverage Agreement?	☐ Yes ☒ No
If Yes, please list details:	
WITHOUT LIMITATION OF ANY OTHER REMEDY AVAILABLE TO THE COMPANY, IT IS AGREED THAT IF THERE IS KNOWLEDGE OR INFORMATION OF SUCH FACTS, CIRCUMSTANCES, OR SITUATIONS THEN ANY CLAIM SUBSEQUENTLY ARISING THEREFROM IS EXCLUDED FROM THE PROPOSED COVERAGE.	
Has the School District ever been required to conduct a Special Education Hearing under the Handicapped Children's Protection Act or the Individuals with Disabilities Education Act (IDEA)?	☒ Yes ☐ No
If Yes, please list details (including plaintiff attorney fees awarded): See Attached Response From Insured	
Relative to the "No Child Left Behind Act" of 2001 and any amendments thereof, are there any instances of academic early warning, academic watch adequate yearly progress, and any federal restructuring?	☐ Yes ☒ No
If Yes, please list details:	

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OSRMT OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

School Board Legal Liability Application for Coverage

Have there been any instances whereby the Fair Labor Standards Act requirements for exempt and non-exempt employees has been violated or alleged to have been violated?	☐ Yes ☒ No
If Yes, please list details (including plaintiff attorney fees awarded):	
Have you purchased Errors & Omissions coverage for each of the past five years?	☒ Yes ☐ No

Current Policy Information

Contact Person at School District

(Please indicate the person, if other than the Superintendent, who is designated to receive all notices from OSRMT or its authorized representative concerning the coverage.)

Contact Person at District:	Kathy Bentley
Title:	Clerk of the Board
Email	Kbentley@lawtonps.org
Address	753 Ft Sill Blvd, Lawton, OK 73507 P.O. Box 1009 Lawton OK 73502

Current Coverage

Policy Number:	OSIG 2019
Dates	From 07/01/2019 To 07/01/2020
Limit	$ 1,000,000 + 1M Umbrella
Deductible	$ 5000
Premium	$ 77,950

Desired Coverage

Desired Limit:	$ ~~$1~~2,000,000 2 million
Desired Deductible	$ 5000

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OSRMT OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

School Board Legal Liability Application for Coverage

Please Note:

You as the Agent need to acquire the signature of the School Board President and the School Board Secretary on this page of the application.

ATTENTION AGENT:

The Warranty "District Signature" Page must be signed and dated and forwarded to the OSRMT Underwriting team at: Fax: 1-312-627-8888 or email: underwriter@osrmt.org

WARRANTY

The Undersigned certifies that he or she has been designated by and has received express authority from the District's Board of Education to submit this Application for Errors & Omissions coverage to the Oklahoma Schools Risk Management Trust (OSRMT). The Undersigned declares that to the best of his or her knowledge, the statements set forth in this Application and any documents and information submitted in connection with the Application are true, accurate and complete. The Undersigned further declares that every effort has been made to obtain sufficient information from each and every person proposed for this coverage in order to verify the truthfulness, accuracy and completeness of the representations made in this Application. The Undersigned also hereby represents that he or she has not suppressed, omitted or misstated any material facts relating to this Application. The Undersigned agrees that if any of the information provided on or in connection with this Application changes between the date of this Application and the effective date of coverage, the Undersigned shall immediately notify OSRMT and OSRMT, in its sole discretion, may withdraw any authorization or agreement to bind coverage.

The signing of this Application does not bind the District to purchase the coverage. However, it is agreed that this Application, any documents, and any information submitted with this Application shall be the basis of the contract should a Coverage Agreement be issued by OSRMT. This Application, any document and any information submitted in connection with the Application shall be considered part of the Coverage Agreement issued by OSRMT to your District and shall be incorporated by reference. I am authorized by the Board of Education to submit this Application.

I have read the Representations and Warranty and, on behalf of the Board of Education, agree to the conditions stated above.

Please provide

Signature: To Follow If Bound Date: _____

Signature of Board President

Print Name: _____

Signature: To Follow If Bound Date: _____

Signature of Board Secretary

Print Name: _____

All data on this Application Form is considered highly confidential and is for the OSRMT's use. Signing this Application Form does not bind the Trust to provide any insurance or Coverage Agreement, but it is agreed that this Application Form shall be made a part of the Policy or Coverage Agreement and shall be the basis of the contract should a Policy or Coverage Agreement be issued.

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Lawton Board of Education, ISD#8 – Supplemental Answers for OSRMT SBLL Application 7-1-20/21:

PAGE 2 of OSRMT SCHOOL BOARD LEGAL LIABILITY APPLICATION:

If the school district is participating in a Special Education Cooperative, does the District provide any of the Special Education Programs?

We do not participate in a COOP Special Education Program

Do we have written procedures for the development of an IEP for each student? LPS does not have written procedures because we follow and use the State Department guidelines as outlined in Oklahoma Special Education Process Guide as well as the Oklahoma Special Education Handbook.

Page 6 of OSRMT SCHOOL BOARD LEGAL LIABILITY APPLICATION:

Has the School District ever been required to conduct a Special Education hearing under the Handicapped Children's Protection Act or the Individuals with Disabilities Education Act (IDEA)?

Just this past December, there was a Due Process filed against LPS. We were given the opportunity for RESOLUTION MEETING prior to any hearing and that Resolution Meeting was successful. We DID HAVE TO PAY less than $500 for the Hearing Officer because he had started researching/preparing for a hearing. There never was a hearing. Had there been, we would have had to pay for plaintiff's expenses, hearing officer, etc.

Lawton Board of Education – Answer to OSRMT SBLL Application Page 2 Question for Employment Practices: Have any of the District's employees been suspended, demoted of transferred within the last 12 months. Have there been any employees terminated, reduction in staff or non-renewal of employment contracts within the last 12 months.

Termination

	class	contract	issue
1	support	temporary	unsecured weapon
2	support	continuing	continue pattern of no call, no show; excessive absenteeism
3	support	temporary	unwilling to do assigned tasks
4	support	temporary	not completing tasks; leaving building during working hours
5	support	temporary	excessive absenteeism without cause
6	support	temporary	repeated pattern of no call, no show
7	support	continuing	repeated pattern of no call, no show
8	support	temporary	creating hostile work environment
9	support	temporary	felony
10	support	temporary	no call, no show

Suspensions

1	certified	continuing	alleged abuse (non-substantiated - reinstated)
2	support	continuing	failed drug test
3	certified	temporary	failed drug test
4	support	continuing	alleged abuse (non-substantiated - reinstated)
5	certified	continuing	Failed drug test
6	support	continuing	insubordination
7	support	continuing	failed drug test
8	support	temporary	failed drug test

Demotions

1	support	continuing	complacency
2	support	continuing	health impeding ability to do current job

Respectfully submitted,
Jean Hastings

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2020, by and between the Oklahoma Schools Risk Management Trust, org anized pursuant to the Oklahoma Schools Risk Management Trust Agreement, and the undersigned Oklahoma Public School District.

WITNESSETH

WHEREAS, the purpose of the Trust is to implement joint self-insurance among public school districts which become Members of the Trust in consideration of each Member's agreement to pay the requisite contributions and reserve contributions or initiation contributions (whichever may be applicable);

WHEREAS, the Trust shall indemnify each Member for covered losses and defense of claims in designated insurable areas in accordance with the Property and Casualty Plan of Coverage and the School Board Legal Liability Plan of Coverage issued by the Trust; and

WHEREAS, the undersigned Oklahoma public school district desires to become a Member of the Trust and to be covered under for losses and defense of claims in designated insurable areas in accordance with the Property and Casualty Plan of Coverage and the School Board Legal Liability Plan of Coverage issued by the Trust.

NOW, THEREFORE, in consideration of the premises, mutual promises and agreements herein contained, the Trust and the undersigned Oklahoma public scho ol district hereby agree as follows:

1. Subject to the approval of me mbership in the Trust, the undersigned Oklahoma public school district shall be a Member of the Trust effective as of the date indicated below.

2. The undersigned Oklahoma public school distr ict agrees to be bound by: (a) each and ev ery provision of the Tru st Agreement as the same presently appears in writing and

as from time to time amended in accordance with said provisions; and (b) each and every provision of the Plans of Coverage (and all riders and amendments thereto). The definitions contained in the Trust Agreement shall apply in the construction and interpretation of this Subscription Agreement.

3. In no event shall the obligations of the undersigned Oklahoma public school district as a Member of the Trust and a participant in one or more Plans of Coverage extend more than 12 months from the effective date of this Subscription Agreement without the undersigned Oklahoma public school district entering into an additional agreement that renews Membership and continues participation in the Plan(s) of Coverage.

4. It is understood that this Subscription Agreement automatically amends the Trust Agreement, but only to the extent of adding the undersigned Oklahoma public school district as a party to the Trust Agreement.

5. The undersigned Oklahoma public school district specifically agrees to pay all properly invoiced contributions and reserve contributions or initiation contributions (whichever may be applicable).

IN WITNESS WHEREOF, on the date and year first above written, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized.

School: _____

By: _____

Title: _____

Accepted: Oklahoma Schools Risk Management Trust

By: _____

Title: Chair

Effective date: _____

PLAN OF COVERAGE NUMBER: COMMERCIAL AUTOMOBILE

OKLAHOMA AUTO SUPPLEMENT

Applicant/Named Member	Plan of Coverage Effective Date:
Company: Oklahoma Schools Risk Management Trust (OSRMT)	Producer:

Oklahoma law permits you to make certain decisions regarding Uninsured Motorist Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorist Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your plan of coverage and review your Declaration page(s) and/or Schedule(s) for complete information on the coverages you are provided.

OKLAHOMA UNINSURED MOTORIST COVERAGE LAW

Oklahoma law gives you the right to buy Uninsured Motorist Coverage in the same amount as your bodily injury liability coverage. THE LAW REQUIRES US TO ADVISE YOU OF THIS VALUABLE RIGHT FOR THE PROTECTION OF YOU AND OTHER PEOPLE WHO MAY BE HURT WHILE RIDING IN YOUR COVERED VEHICLE. YOU SHOULD SERIOUSLY CONSIDER BUYING THIS COVERAGE IN THE SAME AMOUNT AS YOUR LIABILITY COVERAGE LIMIT.

Uninsured Motorist Coverage, unless otherwise provided in your plan of coverage, pays for bodily injury damages to you and other people riding in your car who are injured by: (1) an uninsured motorist, (2) a hit-and-run motorist or (3) an insured motorist who does not have enough liability insurance to pay for bodily injury damages to any covered person. Uninsured Motorist Coverage, unless otherwise provided in your plan of coverage, protects you and others while riding in any vehicle or while a pedestrian. THE COST OF THIS COVERAGE IS SMALL COMPARED WITH THE BENEFITS!

You may make one of four choices about Uninsured Motorist Coverage by indicating below what Uninsured Motorist coverage you want:

1. _____ I want the same amount of Uninsured Motorist Coverage as my bodily injury liability coverage.

2. ___X___ I want the minimum Uninsured Motorist Coverage ($25,000 per person/$50,000 per occurrence).

3. _____ I want Uninsured Motorist Coverage in the following amount:
   $_____ per person / $_____ per occurrence.

4. _____ I want to reject Uninsured Motorist Coverage.

_____ _____

(Member) (Date)

THIS FORM IS NOT A PART OF YOUR PLAN OF COVERAGE AND DOES NOT PROVIDE COVERAGE.

Coverage is generally described here. Only your plan of coverage provides you with a complete description of the coverage and their limitations.

I understand these coverage selections/rejections will apply to all future renewals, continuations and changes in my plan of coverage, unless I notify you otherwise in writing.

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COVERAGE PLACEMENT POLICY

POLICY: Coverage cannot be bound with an insurer: (1) with an A.M. Best rating of less than A- (Excellent),and a Best's Financial Size Category (FSC) of VI or larger: or (2)with a non-rated insurer; until (1) approved by the Branch Manager or Senior Management, and (2) the Insured executes a notarized **DISCLAIMER OF FINANCIAL CONDITION OF INSURER**. Following is an example of the **DISCLAIMER** that should be amended for each situation.

Financial analysis of insurance companies is a complex process that requires specialized knowledge. We rely upon opinions expressed by A. M. Best Company, an independent rating service that provides evaluations of the financial strength and size of insurance providers. INSURICA makes no representations or warranties concerning the financial condition of any insurance provider, nor do we make any representation or warranty concerning the A.M. Best rating of any insurance provider (which may change from time to time). INSURICA, its shareholders, members, officers, employees and associates will not be liable for any financial loss including, but not limited to: failure to pay claims to, or on behalf of, any insured; failure of an insurer to refund premiums to any insured; and any other amounts due from an insurer to any insured.

At your request and direction, we have placed your insurance coverage with Oklahoma Schools Risk Management Trust (OSRMT). OSRMT is not rated by A.M. Best Company. OSRMT does not operate on an admitted basis in Oklahoma, and therefore there will be no potential for reimbursement from the Oklahoma Property and Casualty Insurance Guaranty Association in the event of financial impairment of OSRMT.

INSURED'S ACKNOWLEDGEMENT AND AGREEMENT: I understand and agree that INSURICA does not warrant the financial stability of any insurance provider. This letter serves as your authority to place coverage with Oklahoma Schools Risk Management Trust (OSRMT). This ACKNOWLEDGMENT AND AGREEMENT remains in full force and effect until written notice of revocation is delivered to INSURICA.

INSURED:_____
BY:_____
NAME AND TITLE:_____
DATE:_____

Note: When a qualified insurer is downgraded to a rating of less than A- by A.M. Best Company, this DISCLAIMER will be required for the renewal policy.

Note: No **DISCLAIMER** is required for Lloyd's of London policies, or for polices issued by non-qualified insurers specifically approved by Executive Management.

PURPOSE: To place clients' coverage with financially strong insurers.

THIS ENDORSEMENT CHANGES THE PLAN OF COVERAGE.
PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION – LIMITED EXCEPTION FOR DESIGNATED POLLUTANT(S)

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated "Pollutant(s)"	Chemicals in a Laboratory or other Educational Facility of the Member Chemicals used in the Maintenance or Cleaning of Member's School Facilities Pesticides or Herbicides used on Member's Athletic Fields or Grounds or in Member's School Facilities Chlorine or other Sanitizing or Cleaning Chemicals used in Member's Swimming Pool Operation or Maintenance Spill of Fuel or Lubricants used for the Operation of an Automobile owned, rented or leased by the Member resulting from the upset, collision, or overturn of that Automobile
Deductible:	$10,000

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exception to Exclusion **f.** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is added:

Subparagraphs **(1)(a)** and **(1)(d)** do not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of the "pollutant(s)" listed in the Schedule of this endorsement and used in connection with the member's operations.

This exception does not apply to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of a "pollutant" listed in the schedule of this endorsement which takes place while such "pollutant" is being:

(a) Transported, handled, stored, treated, disposed of, or processed as waste; or

(b) Transported or stored for others.

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C. WHO IS A MEMBER

For the purposes of coverage afforded under this SaferSchools Coverage Endorsement, **SECTION II – WHO IS A MEMBER** is amended to include:

1. Any of your graduate teaching assistants;
2. Any of your students, including your student teachers; and
3. Any parent support group and their members, if they have been specifically authorized by you.

D. CONDITIONS

For the purposes of coverage afforded under this SaferSchools Coverage Endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Condition **2.** is replaced by the following:

   Duties In The Event Of A Crisis Episode

   a. You must see to it that we are notified as soon as practicable of a "Crisis Episode" which may result in "response costs" or "loss". To the extent possible, notice should include:

   (1) How, when and where the "Crisis Episode" took place;

   (2) The names and addresses of any injured persons and witnesses;

   (3) The nature and location of any injury arising out of the "Crisis Episode"; and

   (4) Copies of any police reports.

   b. You and any other involved Member must:

   (1) Immediately send us copies of pertinent correspondence, demands or service invoices received in connection with "response costs" or "loss";

   (2) Authorize us to obtain records and other information; and

   (3) Cooperate with us in the investigation of the "Crisis Episode".

2. The following conditions are added:

   Liability Under Other Coverages Or Policies/Plans of Coverage

   Payment of "response costs" or "loss" under this endorsement is not an admission of liability under other coverages provided by this plan of coverage or other plans of coverage issued to you by us.

   Loss Payable

   All claims will be payable upon receipt and acceptance by us of the following:

   a. For "death benefits":

   (1) A death certificate issued by governmental authority; or

   (2) Other evidence of the death.

   b. For claims for "loss of income", written documentation provided by the employer of the person sustaining the "loss of income". If a person is self-employed, then such person must provide tax returns and other necessary records to document their "loss of income".

   c. For claims for other "loss" and "response costs", service invoices or other pertinent documentation.

   Concealment or Fraud

   We will not provide coverage to you or to any Member who at any time:

   a. Engaged in fraudulent conduct; or

   b. Intentionally concealed or misrepresented material fact concerning a "Crisis Episode", or "loss" or "response costs" incurred under this endorsement.

E. DEFINITIONS

For the purposes of coverage afforded under this SaferSchools Coverage Endorsement, **SECTION V – DEFINITIONS** is amended:

1. Definition 7 is replaced by the following: "Coverage territory" means anywhere within the 50 states comprising the United States of America.
2. The following definitions are added:

   a. "Care provider" means "child", spouse or "parent" who provides direct care to a Member.

   b. "Child" means a natural child, adopted child, stepchild or legal ward.

   c. "Death benefits" means an amount payable to the estate of a Member, other than a "perpetrator", who suffered "serious bodily injury" during or was held as a "hostage" in a "Crisis Episode" and who, during or within one year after the end of the "Crisis Episode", died as a result of the "Crisis Episode". "Death benefits" does not include medical expenses or funeral expenses.

   d. "Hostages" means persons who are held captive by someone who threatens to inflict "serious bodily injury" and the circumstances of the threat are such that a reasonable person would conclude that the captives are at risk of "serious bodily injury".

   e. "Loss" means:

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(1) Reasonable and necessary expenses incurred, as a result of a "Crisis Episode", within one year after the end of the "Crisis Episode" or, if a shorter period is set forth in this paragraph E. 2. e., during such shorter period, by or on behalf of the Member for the following:

(a) Personal counseling services for up to 90 days after the end of a "Crisis Episode" for any Member who has sustained "serious bodily injury" or was held as a "hostage".

(b) Personal counseling services for up to 90 days after the end of a "Crisis Episode" for the immediate family of any Member who has sustained "serious bodily injury" or was held as a "hostage".

(c) Medical expenses including:

(i) First aid administered at the time of a "Crisis Episode";

(ii) Necessary medical, surgical, x-ray and dental services, including physical therapy and prosthetic devices; and

(iii) Necessary ambulance (including emergency airlift), hospital and professional nursing services.

(d) Funeral expenses for a Member who has died as a result of a "Crisis Episode" for funeral services, preparation for burial and burial including, but not limited to, payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial.

(2) Sixty-five percent of "loss of income" for:

(a) A Member who sustains "serious bodily injury", or

(b) A Member held as a "hostage"; or

(c) The "care provider" of a Member in paragraph E. 2. e. (2) (a) or E. 2. e. (2) (b) above;

during and for up to 30 days after the end of a "Crisis Episode" but only up to a maximum amount of $5,000.

In the event that another policy, program or plan pays a portion of the "loss of income" but less than sixty-five percent of the "loss of income", then we will pay the difference between that portion and the sixty-five percent of the "loss of income" but only up to the maximum amount of $5,000.

(3) "Death benefits".

f. "Loss of income" means loss of actual gross income being paid on the earliest of the date the person was taken as a "hostage" or the date the person sustained "serious bodily injury" as a result of a "Crisis Episode". "Loss of income" does not include:

(1) Any loss after the date on which a person dies; or

(2) Potential income that could have been received from overtime hours, on-call pay or similar types of compensation; or

(3) Compensation for paid sick leave, short-term disability, long-term disability, or family leave that was utilized.

(4) Any amounts paid or payable as workers compensation benefits.

g. "Parent" means a natural parent, adoptive parent, stepparent or legal guardian.

h. "Perpetrator" means any perpetrator of, or any person participating in the planning or execution of, any "Crisis Episode".

i. "Response Costs" means reasonable and necessary expenses incurred by you for the following:

(1) Additional expense for the transportation of your students to and from a substitute premises;

(2) Public relations consultants and related media and communication costs;

(3) Security services;

(4) Group counseling services for a Member;

(5) Rental of comparable substitute premises; and

(6) "Wages" of temporary personnel hired to replace employees who have been taken "hostage" or have sustained "serious bodily injury" Such "wages" shall not exceed the "wages" received by the employee being replaced.

j. "Serious bodily injury" means:

(1) Death of a person; or

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(2) Other physical injury sustained by a person that causes serious impairment of body function, or permanent serious disfigurement. For the purpose of this definition, serious impairment of body function means an objectively manifested impairment of an important body function that affects the person's general ability to lead her or his normal life.

"Serious bodily injury" does not include emotional or mental injury.

k. "Crisis Episode" means an event that:

(1) Is caused by an intentional criminal act or a series of related intentional criminal acts; and

(2) Involves the use of a physical object, instrument, device, tool or weapon, other than the human body, for the purpose of injuring any person; and

(3) Results in two or more persons, other than the "perpetrator", sustaining "serious bodily injury" or being held as "hostages".

A "Crisis Episode" is first commenced when the first act or the first act in a series of related acts takes place in the "coverage territory" on premises that you own or lease, or in the "coverage territory" during activities that you sponsor.. A "Crisis Episode" ends at the earlier of the following times:

(1) When the act comprising the "Crisis Episode" is concluded or, if the "Crisis Episode" is comprised of a series of related acts, when the last act in the series of related acts is concluded; or

(2) When the premises on which the "Crisis Episode" took place have been secured by proper civil authority.

For purposes of this definition, "related" means causally or logically connected.

l. "Wages" means compensation you pay an employee for his or her work, including the cost of pension or retirement benefit plans or welfare benefit plans.

F. MEDIATION AND ARBITRATION

Any dispute or difference between us and you or any Member relating to the interpretation or performance of the agreement contained in this coverage endorsement or any transaction under this coverage endorsement, whether arising before or after termination, shall:

1. upon written demand of any party, first be submitted to mediation in accordance with the Dispute Resolution Act, 12 O.S. Section 1801 et seq.. Such mediation shall be conducted in Oklahoma before a single mediator who shall be chosen by mutual agreement of the parties within 15 business days after the demand for mediation; and

2. upon written demand of any party and only in the event that mediation described in paragraph F. 1. above has failed to resolve the dispute or difference, be submitted to binding arbitration in Oklahoma before a 3 person panel of arbitrators, as follows:

a. each party shall choose an arbitrator and the two chosen shall select a third arbitrator.

b. If the two arbitrators fail to agree on the selection of a third arbitrator within 15 business days of their appointment, then each of them shall name three individuals, of which the other shall decline two, and the selection of the third arbitrator shall be made from the remaining two names by placing such names in a hat and drawing one out. The name drawn from the hat shall be the third arbitrator.

c. All arbitrators chosen shall be disinterested in the outcome of the arbitration and each arbitrator shall be a person knowledgeable about coverage matters.

d. Each party shall submit its case, in writing, to the arbitrators within 30 days after the appointment of the third arbitrator.

e. Unless the parties mutually agree otherwise, the amount of discovery and the type and duration of the hearing shall be limited to the minimum necessary to present a party's claim and/or defenses, as determined by the arbitrators. Unless the arbitrators ask for a hearing, the case shall be decided upon the written submissions of the parties. In the event a hearing is requested by the arbitrators, such hearing will take place in Oklahoma City, Oklahoma.

f. The arbitrators shall have the power to determine all procedural rules for the holding of the arbitration. The arbitrators are relieved of all judicial formalities and may abstain from following the strict rules of law. The arbitrators may award interests and costs but in no event shall punitive or exemplary damages be awarded.

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g. The arbitrators shall render their decision no later than 10 business days after the later of the date on which briefs are submitted or the close of the hearing. The decision of the arbitrators shall be in writing and final and binding. Judgment upon an award may be entered in any court having jurisdiction thereof.

h. Each party shall bear the expense of its own arbitrator and shall share equally with the other party the expense of the third arbitrator and of the arbitration.

All other terms and conditions of the **GENERAL LABILITY COVERAGE PART** remain unchanged.

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FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST

JUNE 30, 2019 and 2018

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Shores, Tagman, Butler & Company, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Oklahoma Schools Risk Management Trust

We have audited the accompanying financial statements of the Oklahoma Schools Risk Management Trust ("OSRMT" or the "Trust") which comprise the Statements of Net Position as of June 30, 2019 and 2018, and the related Statements of Revenues, Expenses and Changes in Net Position and of Cash Flows for the years then ended, and the related Notes to Financial Statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Trust's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinions.

INDEPENDENT AUDITORS' REPORT - CONTINUED

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position of the Oklahoma Schools Risk Management Trust as of June 30, 2019 and 2018, and the results of its operations and changes in net position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Emphasis of Matter

As discussed in the Notes to Financial Statements, the liabilities for unpaid losses and loss adjustment expenses in the accompanying financial statements are based upon evaluations by the Trust's independent actuary. Management believes that these estimates are reasonable. However, these estimates are subject to change and the changes can be material in relation to the financial statements taken as a whole. No assurance can be given that the actual losses will not be more or less than the current estimate. Our opinion is not modified with respect to this matter.

December 4, 2019

Shores, Tassman, Butler & Company, P.A.

Oklahoma Schools Risk Management Trust

MANAGEMENT'S DISCUSSION AND ANALYSIS

This annual report consists of the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Net Position, and the Statement of Cash Flows. Along with the notes, they provide detailed financial information concerning Oklahoma Schools Risk Management Trust ("OSRMT" or the "Trust"). This section, the Management's Discussion and Analysis, is intended to provide an overview of the Oklahoma Schools Risk Management Trust's financial condition, results of operations, and other key information.

Using this Annual Report

OSRMT is a public entity self-insurance pool that provides property and casualty coverage to its participating members. Membership is open to all public school districts and career techs in the state of Oklahoma. This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position provide information about the financial activities of OSRMT. These are followed by the Statement of Cash Flows, which presents detailed information about the changes in OSRMT's cash position during the year.

Financial Overview

This annual statement consists of three parts - Management's Discussion and Analysis, the basic financial statements, and required supplemental information. The basic financial statements provide both long-term and short-term information about OSRMT's financial status. OSRMT uses the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America. These statements reflect only the risk carried by OSRMT, which also includes any potential unrecoverable reinsurance claims. The three basic financial statements are presented as follows:

- Statement of Net Position - This statement presents information reflecting OSRMT's assets, liabilities, and net position.

- Statement of Revenues, Expenses and Changes in Net Position - This statement reflects the operating and nonoperating revenue for the previous two fiscal years. Operating revenue consists primarily of member contributions with the major sources of operating expenses being claims and claims adjustment expense, general and administrative expenses, and reinsurance costs. Nonoperating revenue consists primarily of investment income and changes in the fair value of investments.

- Statement of Cash Flows - This statement is presented on the direct method of reporting and reflects cash flows from operating and investing activities. Cash collections and payments are reflected in this statement to arrive at the net increase or decrease in cash for the fiscal year.

Financial Overview - Continued

In OSRMT's financial position, it is important to recognize the mission of OSRMT. From a financial perspective, OSRMT's general objectives are to formulate, develop, and administer, on behalf of the members, a program of coverages that are broad in scope at a competitive cost. As of June 30, 2019, 2018, and 2017, 105, 159, and 152 educational institutions, respectively, within the State of Oklahoma participate in OSRMT.

OSRMT is a member of the School Leaders Risk Management Association. This affiliation gives each OSRMT member access to a broad range of expertly written white papers as well as checklists provided to assist school district members in accomplishing internal audits of many federally mandated programs as well as ensuring that the district is maintaining proper standards and records.

The OSRMT Board of Trustees is selected from the ranks of elected school board members, school superintendents, and school business managers of member districts. OSRMT feels members are best embodied by a diverse board allowing for each member to be fairly represented.

Condensed Financial Information

The Statement of Net Position reports OSRMT's net position. Net position is the difference between OSRMT's assets and liabilities and is one way to measure OSRMT's financial health or position. Over time, increases and decreases in OSRMT's net position are an indicator of whether its financial health is improving or deteriorating, respectively. Summarized financial information is as follows:

	June 30,		
	2019	2018	2017
Cash and investments	$ 2,522,155	$ 1,718,254	$ 634,753
Reserve contributions receivable	--	4,565	82,460
Reinsurance recoverable on paid losses	108,278	64,497	--
Prepaid insurance and other assets	321,814	3,104,965	4,434,669
Total current assets	$ 2,952,247	$ 4,892,281	$ 5,151,882
Unpaid losses and loss adjustment expenses	$ 5,372,319	$ 4,456,174	$ 5,464,872
Reinsurance recoverable on unpaid losses	(1,363,585)	(1,001,134)	(2,826,035)
Advance contributions	146,603	961,732	639,464
Other liabilities	958,309	1,449,533	1,822,042
Total liabilities	$ 5,113,646	$ 5,866,305	$ 5,100,343
Net position	$ (2,161,399)	$ (974,024)	$ 51,539

The following table shows the major components of income from operations for the current year, compared to the prior two years:

	Year Ended June 30,		
	2019	2018	2017
Revenues			
Member contributions	$ 11,188,731	$ 14,576,246	$ 12,954,984
Less reinsurance ceded	(5,525,807)	(6,476,795)	(5,498,984)
Other income	49,517	76,867	59,767
Net revenue before member reserve/ initiation contribution	5,712,441	8,176,318	7,515,767
Expenses			
Provision for claims	4,655,955	5,152,028	4,723,396
Administrative expenses	2,239,295	4,047,557	2,990,668
Total expenses	6,895,250	9,199,585	7,714,064
Net income (loss) before member reserve/initiation contribution	(1,182,809)	(1,023,267)	(198,297)
Member reserve/initiation contribution	(4,565)	(2,297)	30,246
Total Increase (Decrease) in Net Position	$ (1,187,374)	$ (1,025,564)	$(168,051)

Total provision for claims, as noted above, is dependent on many factors and will change from year to year based on these factors.

In addition to net position, when assessing the overall health of OSRMT, the reader needs to consider nonfinancial factors, such as the legal climate in the state, the general state of the financial markets, and the level of loss prevention undertaken by OSRMT and its members.

Condensed Financial Highlights

- Overall, the OSRMT's net position decreased by $1,025,564 from $51,539 in 2017 to $(974,025) in 2018 and decreased by $1,187,374 to $(2,161,399) in 2019.

- Member contributions increased by $1,621,262 from $12,954,984 in 2017 to $14,576,246 in 2018 and decreased by $3,387,515 to $11,188,731 in 2019.

Condensed Financial Highlights - Continued

- **Incurred claims and claims adjustment expenses, net of reinsurance recoveries were $4,655,955, $5,152,028, and $4,723,396 for the years ended June 30, 2019, 2018, and 2017, respectively. The change is related to the number of open and closed claims and loss experience. Incurred claims and claims adjustment expenses vary from year to year as they are driven by many factors outside OSRMT's control.**

Economic Factors and Contribution Rates

Property reinsurance rates have been rising in recent years due to increased frequency and severity of weather related events globally. As a result, contributions for members increased this year and may increase next year. OSRMT will continue to monitor the property reinsurance market place to make certain that coverages are not compromised or reduced.

OSRMT will continue to select and add public school districts that meet membership criteria.

The provision for claim payments is expected to be consistent with historical trends and we are unaware of any economic events or legislative events that would have a significant impact on the operations of OSRMT.

Contacting OSRMT'S Management

This financial report is intended to provide our members and regulators with a general overview of the accountability for the money it receives. If you have questions about this report or need additional information, we welcome you to contact The Sandner Group Insurance Program Managers.

FINANCIAL STATEMENTS &

NOTES TO FINANCIAL STATEMENTS

Oklahoma Schools Risk Management Trust

STATEMENTS OF NET POSITION

ASSETS

	June 30, 2019	June 30, 2018
CURRENT ASSETS		
Cash and cash equivalents	$ 1,330,558	$ 588,432
Investment in securities	1,191,597	1,129,821
Contributions receivable	65,690	1,905,339
Reserve contributions receivable, net of allowance of approximately $-0- and $3,000, respectively	--	4,565
Accrued interest receivable	--	8,183
Deferred expenses	--	41,001
Reinsurance recoverable on paid losses	108,278	64,497
Prepaid expenses and other current assets	256,124	1,150,443
Total current assets	2,952,247	4,892,281
Total assets	$ 2,952,247	$ 4,892,281

LIABILITIES AND NET POSITION

CURRENT LIABILITIES		
Unpaid losses and loss adjustment expenses - Gross	$ 4,643,621	$ 3,759,782
Reinsurance recoverable on unpaid losses	(1,363,585)	(844,681)
Net	3,280,036	2,915,101
Advance contributions	146,603	961,733
Unearned contributions	--	1,222,751
Advance payments by reinsurer	783,630	--
Accounts payable and accrued expenses	174,679	226,782
Total current liabilities	4,384,948	5,326,367
NONCURRENT LIABILITIES		
Unpaid losses and loss adjustment expenses - Gross	728,698	696,392
Reinsurance recoverable on unpaid losses	--	(156,453)
Net	728,698	539,939
Total noncurrent liabilities	728,698	539,939
Total liabilities	5,113,646	5,866,306
NET POSITION, UNRESTRICTED	(2,161,399)	(974,025)
Total liabilities and net position	$ 2,952,247	$ 4,892,281

The accompanying notes are an integral part of these statements.

Oklahoma Schools Risk Management Trust

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	Years Ended June 30, 2019	2018
OPERATING REVENUES		
Contributions earned	$ 11,188,731	$ 14,576,246
	11,188,731	14,576,246
OPERATING EXPENSES		
Losses and loss adjustment expenses	4,655,955	5,152,028
Reinsurance expense	5,525,807	6,476,796
Program administration fees	855,053	1,795,824
Member acquisition costs	1,172,580	2,022,718
Other expenses	216,227	231,310
	12,425,622	15,678,676
OPERATING LOSS	(1,236,891)	(1,102,430)
NON OPERATING INCOME		
Net investment income	49,517	76,866
	49,517	76,866
DECREASE IN NET POSITION	(1,187,374)	(1,025,564)
Net position - beginning of year	(974,025)	51,539
NET POSITION - END OF YEAR	$(2,161,399)	$(974,025)

The accompanying notes are an integral part of these statements.

Oklahoma Schools Risk Management Trust

STATEMENTS OF CASH FLOWS

	Years Ended June 30, 2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Contributions collected	$ 10,990,499	$ 14,708,129
Excess insurance premiums paid	(5,525,807)	(6,476,796)
Loss and loss adjustment payments	(4,146,042)	(4,400,322)
Other expenses paid	(577,013)	(2,894,542)
NET CASH PROVIDED BY OPERATING ACTIVITIES	741,637	936,469
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of investment securities	(2,589,065)	(3,222,183)
Proceeds from sales and maturities of investment securities	2,523,433	2,204,630
Investment income collected	61,556	40,619
NET CASH USED IN INVESTING ACTIVITIES	(4,076)	(976,934)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Member reserve contributions	4,565	76,826
NET CASH PROVIDED BY FINANCING ACTIVITIES	4,565	76,826
NET INCREASE IN CASH AND CASH EQUIVALENTS	742,126	36,361
Cash and cash equivalents at beginning of year	588,432	552,071
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 1,330,558	$ 588,432

The accompanying notes are an integral part of these statements.

Oklahoma Schools Risk Management Trust

STATEMENTS OF CASH FLOWS - CONTINUED

	Years Ended June 30, 2019	2018
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Operating loss	$ (1,236,891)	$ (1,102,430)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Changes in operating assets and liabilities		
(Increase) decrease in assets:		
Contributions receivable	1,839,649	140,791
Deferred expenses	41,001	11,354
Reinsurance recoverable on paid losses	(43,781)	41,743
Prepaid expenses and other current assets	894,319	1,185,288
Increase (decrease) in liabilities:		
Unpaid losses and loss adjustment expenses	553,694	709,963
Advance contributions	(815,130)	322,269
Unearned contributions	(1,222,751)	(331,177)
Advance payments by reinsurer	783,630	--
Accounts payable and accrued expenses	(52,103)	(41,332)
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 741,637	$ 936,469

The accompanying notes are an integral part of these statements.

NOTE 1 - ORGANIZATION OF TRUST

The Oklahoma Schools Risk Management Trust ("OSRMT" or the "Trust") is a cooperative association of public school districts established on June 17, 2009. Approval was obtained from the Office of Attorney General, State of Oklahoma through the Interlocal Cooperative Agreement - Oklahoma Schools Risk Management Trust Agreement - (AG #ICA-09-003). The Trust was established as a group self-insurance program to indemnify each member for covered property/casualty losses as an alternative to insurance coverage from a commercial insurance carrier.

Members are required to make annual contributions as determined by the Board of Trustees. Such contributions are intended to cover estimated loss payments and related costs and administrative and operational expenses. Public school districts joining the Trust must remain members for a minimum of one plan period unless terminated by the Board of Trustees. Subsequent to this initial term, a member may withdraw its membership at the end of any plan period.

In the event of dissolution of OSRMT, surplus funds developed that are not needed to pay claims and other expenses of OSRMT would be distributed to members, past and current, in accordance with the by-laws as determined by the Board of Trustees.

The Trust is comprised of 105 Oklahoma public school districts as of June 30, 2019, and 159 districts as of June 30, 2018.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accounting and reporting policies of the Trust conform to accounting principles generally accepted in the United States of America, governmental accounting standards and prevailing practices within the insurance industry. Except as otherwise noted, the Trust carries its assets and liabilities principally on the historical cost basis and follows the accrual method of accounting.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, cash and cash equivalents include only cash in checking, savings or money market accounts, and other depository instruments with maturities of three months or less at the time of acquisition.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Investment Earnings

Investment earnings, including changes in fair value of investments, are recognized as non operating revenue in the Statements of Revenues, Expenses and Changes in Net Position.

Contributions Receivable

Contributions receivable are stated at net invoice amounts. Collectibility of balances is reviewed periodically. Any amounts deemed to be uncollectible are written off at that time. Management has determined amounts are collectible and no allowance for doubtful accounts is required.

Reserve Contributions Receivable

In prior years, the Trust recorded a member reserve contribution when a member joined the Trust on or before June 30, 2015. Amounts are stated at net amounts expected to be collected as estimated by management.

Initiation Contributions

The Trust recorded an initiation contribution receivable and a member initiation contribution when a member joined the Trust between June 30, 2015 and June 30, 2017. The total required initiation contribution was computed at 24 percent of the member's first year contribution and was billed to the member over a 24-month period. The total initiation contribution was recognized as income in the first year of membership. Amounts are stated at net amounts expected to be collected as estimated by management. At June 30, 2019 and 2018, management has recorded reserve contributions receivable of approximately $-0- and $5,000, respectively, which are net of an allowance for doubtful accounts of approximately $-0- and $3,000, respectively.

Contributions

Contributions are earned on a straight-line basis over the coverage period. The portion of the contribution that will be earned in the future is deferred and reported as unearned contribution. Contributions received prior to the beginning of a coverage year are reported as advance contributions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Prepaid Expenses and Other Assets

Reinsurance premiums are recognized as expenses over the related coverage period. Certain payments reflect costs applicable to future activities. Those payments are recorded as prepaid expenses when paid and expensed when appropriate.

Unpaid Losses and Loss Adjustment Expenses

The liability for unpaid losses and loss adjustment expenses includes the estimated costs of investigating and settling all claims incurred as of the balance sheet date as well as an estimate for claims that occurred as of the balance sheet date but have not been reported. Such amounts are determined on the basis of an evaluation of the Trust's losses as prepared by the Trust's independent actuary. The liability for unpaid losses and loss adjustment expenses has been discounted for the time value of money.

Contribution Deficiency

Anticipated investment income is considered in determining if a contribution deficiency exists and no such deficiency exists.

Income Tax Exemption

The Oklahoma Schools Risk Management Trust, including The Trust, is a governmental entity and, thus, is exempt from Federal income taxes under Internal Revenue Code Section 115.

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Position, as well as the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Fair Value Measurements

U.S. Generally Accepted Accounting Principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs in valuation techniques used to measure fair value. The hierarchy gives the highest priority to

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements - Continued

unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below

Level 1 - Inputs are unadjusted quoted prices for identical assets in active markets.

Level 2 - Inputs are quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in active markets; or valuations based on models where the significant inputs are observable (e.g., interest rates, yield curves, prepayment speeds, default rates, loss severities, etc.) or can be corroborated by observable market data.

Level 3 - Inputs are unobservable and based on management estimate.

NOTE 3 - FAIR VALUE MEASUREMENTS

Assets recorded at fair value, as discussed above, are summarized below:

	June 30, 2019			
	Level 1	Level 2	Level 3	Total
Equity securities	$ 1,191,597	$ --	$ --	$ 1,191,597

	June 30, 2018			
	Level 1	Level 2	Level 3	Total
Equity securities	$ 307,862	$ --	$ --	$ 307,862
Debt securities	$ --	$ 821,959	$ --	$ 821,959

The Trust did not have any Level 3 assets at any point during the years ended June 30, 2019 and 2018. There were no transfers between Level 1 and Level 2 during the years ended June 30, 2019 and 2018.

For the year ended June 30, 2019, the equity securities above include fixed income and equity exchange traded funds (ETF's).

NOTE 4 - INVESTMENT SECURITIES

Investment securities sale are stated at their estimated fair market value and consist of the following as of:

	June 30, 2019			
	Amortized Cost	Estimated Market Value	Gross Unrealized Gains	Gross Unrealized Losses
Equity securities	$ 1,190,117	$ 1,191,597	$ 1,698	$(218)

	June 30, 2018			
	Amortized Cost	Estimated Market Value	Gross Unrealized Gains	Gross Unrealized Losses
Corporate bonds	$ 838,261	$ 821,959	$ 25	$(16,327)
Equity securities	285,296	307,862	25,791	(3,225)
	$ 1,123,557	$ 1,129,821	$ 25,816	$(19,552)

For the year ended June 30, 2019, the equity securities above include fixed income and equity exchange traded funds (ETF's).

The amortized cost and estimated market value of investment securities as of June 30, 2018, by contractual maturity, are shown below. In some instances, actual maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	June 30, 2018			
	Amortized Cost	Estimated Market Value	Gross Unrealized Gains	Gross Unrealized Losses
Due in one year or less	$ 153,098	$ 151,433	$ --	$(1,665)
Due after one year through five years	685,163	670,526	25	(14,662)
	$ 838,261	$ 821,959	$ 25	$(16,327)

NOTE 4 - INVESTMENT SECURITIES - CONTINUED

Proceeds from sales of investment securities for the years ended June 30, 2019 and 2018 were approximately $2,134,000 and $2,006,000, respectively. Gross gains of approximately $60,000 and $49,100 and gross losses of approximately $47,000 and $8,300, respectively, were realized on these sales.

Information pertaining to securities with gross unrealized losses at June 30, 2019 and June 30, 2018, respectively, aggregated by length of time individual securities have been in a continuous loss position, is as follows:

	June 30, 2019					
	Less than 12 Months		12 Months or Greater		Total	
	Estimated Fair Market Value	Gross Unrealized Losses	Estimated Fair Market Value	Gross Unrealized Losses	Estimated Fair Market Value	Gross Unrealized Losses
Equity security	$ 59,631	$ (218)	$ --	$ (--)	$ 59,631	$ (218)

	June 30, 2018					
	Less than 12 Months		12 Months or Greater		Total	
	Estimated Fair Market Value	Gross Unrealized Losses	Estimated Fair Market Value	Gross Unrealized Losses	Estimated Fair Market Value	Gross Unrealized Losses
Corporate bonds	$ 747,923	$ (15,051)	$ 44,374	$ (1,276)	$ 792,297	$ (16,327)
Equity security	41,888	(3,225)	--	(--)	41,888	(3,225)
	$ 789,811	$ (18,276)	$ 44,374	$ (1,276)	$ 834,185	$ (19,552)

The unrealized loss on 1 equity security at June 30, 2019 and 2018 was caused primarily by normal stock price fluctuations. The severity of the impairment (minimal and 7%, respectively) is consistent with the individual variability of a stock price over a short-term period of time.

The unrealized losses on 16 debt securities at June 30, 2018 were caused primarily by rising interest rates. The severity of the impairment (ranging from minimal to 4%) is consistent with the general trend in debt securities.

NOTE 4 - INVESTMENT SECURITIES - CONTINUED

The Trust has evaluated the near-term prospects of the issuers in relation to the severity and duration of the above impairments and has the intent and ability to hold these investments for a reasonable period of time sufficient for a forecasted recovery of fair value. Further, the Trust has evaluated each issuer and noted no issuer with compelling evidence that any of these losses are permanent. Based on this analysis, the Trust does not consider these investments to be other-than-temporarily impaired at June 30, 2019 and 2018.

NOTE 5 - REINSURANCE

The Trust has purchased reinsurance for protection against losses in excess of the applicable retention. Reinsurance contracts do not relieve the Trust from its obligations to members. Failure of reinsurers to honor their obligations could result in losses to the Trust. Accordingly, the Trust evaluates the financial condition of its reinsurers to minimize its exposure to significant losses from reinsurers' insolvency. As of June 30, 2019 and 2018, reinsurance recoverable on unpaid losses and loss adjustment expenses of approximately $1,364,000 and $1,001,000, respectively, were associated with a single reinsurance carrier and deducted from reserves.

The Trust has obtained the following reinsurance for the 2018/2019 and 2017/2018 program years:

The Trust obtained property-specific reinsurance with limits of up to $500,000,000 any one loss occurrence for June 30, 2019 and $750,000,000 any one loss occurrence for June 30, 2018, $250,000 for flood coverage, and $250,000 for earth movement.

The Trust obtained property aggregate excess of loss reinsurance with limits up to $1,500,000 in 2018/2019 and 2017/2018, to limit its aggregate retention under the property excess of loss coverage.

The Trust obtained general liability and automobile liability excess of loss reinsurance for limits up to $2,000,000 on a per member district, per occurrence or claim made, per line of business basis. The coverage is subject to an annual aggregate combined single limit of $2,000,000 per member district in respect to general liability, as per the primary plans of coverage.

The Trust obtained equipment breakdown reinsurance coverage up to $100,000,000.

The Trust obtained school board legal liability (E&O) reinsurance coverage for limits up to $5,000,000 in 2018/2019 and 2017/2018.

The Trust obtained cyber liability coverage up to $1,000,000 in 2018/2019 and 2017/2018.

NOTE 6 - UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

Unpaid losses and loss adjustment expenses are based upon an evaluation of the Trust's losses as prepared by the Trust's independent actuary. This evaluation of the Trust's losses is a significant estimate which is subject to change and the change can be material in relation to the financial statements taken as a whole. This estimate includes an estimated provision for incurred but not reported losses (IBNR) as well as trending of reported losses. For the years ended June 30, 2019 and 2018, the undiscounted IBNR totaled approximately $1,467,000 and $1,640,000, respectively. For the years ended June 30, 2019 and 2018, the liability for unpaid losses and loss adjustment expenses has been discounted to its net present value in the accompanying financial statements. The reserves were discounted utilizing loss payout patterns provided by management at discount rates ranging from 3.0% to 3.5%. The discounted reserves represents the present value of the net reserves. The unpaid losses and loss adjustment expenses were discounted by approximately $109,000 at June 30, 2019 and $100,000 at June 30, 2018, net of the effects of discounting the reinsurance recoverable on unpaid losses.

The independent actuary provided a range of losses as of June 30, 2019, of approximately $3,879,000 to $4,902,000 (undiscounted). The losses recorded were approximately $4,160,000 (undiscounted) and was approximately $374,000 less than the actuary's point estimate. This creates further uncertainty as to the ultimate level of losses for the year ended June 30, 2019. The independent actuary provided a range of losses as of June 30, 2018, of approximately $3,353,000 to $4,030,000 (undiscounted) The losses recorded were approximately $3,462,000 (undiscounted) and was approximately $199,000 less than the actuary's point estimate. This creates further uncertainty as to the ultimate level of losses for the year ended June 30, 2018.

At June 30, 2019 and 2018, unpaid losses and loss adjustment expenses are shown net of reinsurance recoverables on unpaid losses and loss adjustment expenses of approximately $1,364,000 and $1,001,000, respectively. The losses and loss adjustment expenses are net of the effect of changes in recoveries recognized under the reinsurance contracts referred to in Note 5.

Any increase or decrease in the estimate of ultimate incurred losses and loss adjustment expenses as compared to the prior year will result in a direct increase or decrease in the current year's operating income. Increases or decreases of this nature occur as the result of claim settlements during the current year, and as additional information is received regarding individual claims, causing changes from the original estimates of the cost of these claims. Recent loss development trends are also taken into account in evaluating the overall adequacy of unpaid losses and loss adjustment expenses. In addition, there are no premium adjustments made based on loss development, as there are no retrospectively rated policies.

NOTE 6 - UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES - CONTINUED

At June 30, 2019 and 2018, losses and loss adjustment expenses included approximately $577,000 and $888,000, respectively, of service fees. A portion of these fees are for loss control in addition to the claims administration fees. However, the contract does not have a breakdown of what portion are for loss control services.

Activity in the liability for unpaid losses and loss adjustment expenses is summarized as follows:

	2019	2018
Balance at June 30,	$ 4,456,174	$ 5,464,872
Less reinsurance recoverable on unpaid loss and loss adjustment expenses	1,001,134	2,719,795
Net balance at June 30,	3,455,040	2,745,077
Incurred related to:		
Current period	4,409,318	4,090,168
Prior periods	246,637	1,061,860
Total incurred	4,655,955	5,152,028
Paid related to:		
Current period	2,037,137	2,065,843
Prior periods	2,065,124	2,376,222
Total paid	4,102,261	4,442,065
Net balance at June 30,	4,008,734	3,455,040
Plus reinsurance recoverable on unpaid losses and loss adjustment expenses	1,363,585	1,001,134
Balance at June 30,	$ 5,372,319	$ 4,456,174

NOTE 7 - ROYALTY AGREEMENT/RELATED PARTY TRANSACTIONS

The Trust has a royalty agreement with Oklahoma State School Boards Association ("OSSBA"). The agreement grants the Trust the exclusive right and license to use the OSSBA name and logo in connection with the marketing and administration of the insurance programs offered by the Trust. At June 30, 2019 and 2018, royalty expense totaled approximately $131,000 and $292,000, respectively, of which approximately $6,000 and $45,000, remained payable at June 30, 2019 and 2018, respectively.

NOTE 8 - CONCENTRATIONS

All members who participate in the Trust are public school districts and vocational technical school districts within the State of Oklahoma.

The Trust maintains cash in demand deposit accounts with federally insured banks. At times, the balances in these accounts may be in excess of federally insured limits.

NOTE 9 - UNCERTAINTIES

The Trust's investments are exposed to a variety of uncertainties, including interest rate, market and credit risks. Due to the level of risk associated with certain investments, it is possible that changes in the values of these investments could occur in the near term. Such changes could materially affect the amounts reported in the financial statements of the Trust.

NOTE 10 - POLICY YEAR-END CHANGE

During the year ended June 30, 2018, the Board of Trustees approved transitioning all members to a July 1st renewal date beginning with the plan year ending June 30, 2019. Accordingly, the Trust no longer has unearned premiums.

NOTE 11 - ADVANCE PAYMENTS BY REINSURER

During the year ended June 30, 2019, the Trust received approximately $784,000 from a reinsurer in advance of actual claim disbursements.

NOTE 12 - GOING CONCERN AND MANAGEMENT'S PLANS

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles, which contemplate continuation of OSRMT as a going concern. OSRMT has sustained decreases in net position in the past two years totaling approximately $1,187,000 and $1,026,000 for the years ended June 30, 2019 and 2018, respectively. The largest impact on the net position is due to a 44 percent increase in effective property reinsurance rates between the years ending June 30, 2019 and 2016. The Board of Trustees has initiated actions as detailed below to improve the overall financial position of OSRMT. Management believes that actions presently being taken to revise OSRMT's operating and financial requirements provide the opportunity for OSRMT to continue as a going concern.

NOTE 12 - GOING CONCERN AND MANAGEMENT'S PLANS - CONTINUED

As noted above, property reinsurance rates have increased significantly in recent years due to increased frequency and severity of catastrophic weather-related events globally. Management believes this trend will continue. Management continues to work aggressively to keep reinsurance expenses as low as possible without increasing the risk retained by OSRMT.

OSRMT has experienced a loss of membership over the last two years. OSRMT will aggressively market the program to increase membership and to maintain a competitive marketplace for public schools.

The Board of Trustees approved a 25 percent rate increase for the year ending June 30, 2020. The Board of Trustees also approved classifying a portion of the above increase as reserve (capital) contribution which carries no associated commissions, royalties or other fees. Going forward, it is anticipated that there will be contributions charged to address any deficit in the net position.

NOTE 13 - SUBSEQUENT EVENTS

Management considered subsequent events through December 4, 2019, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

Shores, Tagman, Butler & Company, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION

Board of Trustees
Oklahoma Schools Risk Management Trust

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Historical Claims Development is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

December 4, 2019

Shores, Tagman, Butler & Company, P.A.

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Oklahoma State School Boards Association Sponsored
Oklahoma Schools Risk Management Trust

Schedule of Historical Claims Development
For the Period Ended June 30, 2019

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
(1) Contribution and investment revenue:										
Earned contributions and investment revenue	$ 610,708	$ 1,288,637	$ 4,099,170	$ 6,850,616	$ 9,471,424	$ 12,065,650	$ 13,326,913	$ 13,014,751	$ 14,653,113	$ 11,238,248
Ceded contributions	397,646	733,377	1,740,221	3,036,243	3,890,212	5,225,151	5,725,316	5,498,964	6,476,795	5,525,807
Net Contribution and investment revenue	213,062	555,260	2,358,949	3,814,373	5,581,212	6,840,499	7,601,597	7,515,787	8,176,318	5,712,441
(2) Estimated claims and expenses - End of accident year:										
Paid and reserve, including reinsurance	135,375	572,179	1,166,706	1,298,135	3,016,754	3,330,792	4,681,107	3,443,005	3,202,461	3,832,027
ULAE (admin)	20,169	53,599	165,882	306,064	377,029	431,007	575,741	815,786	887,707	577,291
Net incurred	155,544	625,778	1,332,588	1,604,199	3,393,783	3,761,799	5,256,848	4,258,791	4,090,168	4,409,318
(3) Net paid (cumulative):										
End of accident year	82,853	439,534	1,156,733	1,219,818	2,327,484	2,381,462	3,688,856	2,712,571	2,085,843	2,037,137
One year later	243,897	654,024	1,364,207	2,030,094	3,649,622	3,341,830	5,018,740	4,200,268	3,154,660	-
Two years later	243,897	654,024	1,681,808	2,218,474	3,782,282	3,557,303	5,771,663	4,419,352	-	-
Three years later	243,897	654,024	1,706,323	2,282,423	3,970,891	3,617,507	6,347,070	-	-	-
Four years later	243,897	654,024	1,839,888	2,410,684	4,003,449	3,830,998	-	-	-	-
Five years later	243,897	654,024	1,938,003	2,411,782	4,015,556	-	-	-	-	-
Six years later	243,897	653,024	1,938,003	2,411,782	-	-	-	-	-	-
Seven years later	243,897	653,024	1,938,003	-	-	-	-	-	-	-
Eight years later	243,897	653,024	-	-	-	-	-	-	-	-
Nine years later	243,897	-	-	-	-	-	-	-	-	-
(4) Estimated ceded claims and expenses	-	354,984	710,136	6,856,214	1,092,002	1,221,042	8,078,973	4,269,544	360,003	940,012
(5) Estimated net incurred claims and expenses:										
End of accident year	155,544	625,778	1,332,588	1,604,199	3,393,783	3,761,799	5,256,848	4,258,791	4,090,168	4,409,318
One year later	243,897	654,024	1,715,911	2,312,479	4,225,732	4,000,944	5,715,096	4,691,136	3,840,645	-
Two years later	243,897	654,024	1,805,876	2,339,726	3,978,493	3,798,589	6,260,110	4,841,551	-	-
Three years later	243,897	654,024	1,843,688	2,379,628	4,116,752	3,936,023	6,542,334	-	-	-
Four years later	243,897	654,024	1,925,031	2,418,798	4,057,076	4,012,721	-	-	-	-
Five years later	243,897	654,024	1,938,023	2,416,540	4,058,659	-	-	-	-	-
Six years later	243,897	654,003	1,938,003	2,411,782	-	-	-	-	-	-
Seven years later	243,897	653,024	1,938,003	-	-	-	-	-	-	-
Eight years later	243,897	653,024	-	-	-	-	-	-	-	-
Nine years later	243,897	-	-	-	-	-	-	-	-	-
(6) Increase in estimated net incurred claims and expenses from end of accident year	88,353	27,246	605,415	807,583	664,876	250,922	1,285,486	582,760	(249,523)	-

OLIVER WYMAN

ACTUARIAL STATEMENT OF OPINION
OKLAHOMA SCHOOLS RISK MANAGEMENT TRUST
As of June 30, 2019

IDENTIFICATION

I, Natasha Dimitrienko, am a Principal for Oliver Wyman Actuarial Consulting, Inc. I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to perform the actuarial opinion contained herein. I am also a Fellow of the Casualty Actuarial Society.

SCOPE

Oklahoma Schools Risk Management Trust (OSRMT or the Company) is a self-insurance trust established in 2009 providing various property and casualty coverage needs of Oklahoma School Districts. Effective November 1, 2015 the State of Oklahoma requires an actuarial opinion to certify the amount and adequacy of reserves for loss and loss adjustment expenses, including amounts for Incurred But Not Reported (IBNR) claims, and the adequacy of premiums. This opinion provides an estimate of OSRMT's liability related to these exposures.

I have examined the actuarial assumptions and methods used in determining reserves listed in the table below, as shown in the Financial Statements as prepared for filing with the state regulatory officials, as of June 30, 2019.

Unpaid losses and loss adjustment expenses	5,372,319
Reinsurance recoverable on unpaid losses	(1,363,585)
Net unpaid losses and loss adjustment expenses	4,008,734

The earned member contributions (i.e. premiums) for the year ending June 30, 2019 are $11,188,731 per Page 11 of the Financial Statements.

In forming my opinion of the loss, loss adjustment expense reserves and premiums, I relied upon data prepared by OSRMT and The Sandner Group, which is the OSRMT's administrators. I evaluated that data for reasonableness and consistency.

OPINION

In my opinion, giving consideration to the issues herein, the amounts identified above:

A. meet the requirements of the self-insurance laws of Oklahoma;

B. are consistent with reserves computed in accordance with accepted loss reserving standards and principles;

C. make reasonable provision, in the aggregate, for all unpaid loss and loss adjustment expense obligations of the Company under the terms of its policies and agreements. However, the premiums are inadequate as exhibited by the Net Position being $(2,161,399) per Page 11 of the Financial Statements.

RELEVANT COMMENTS

A. Risk of Material Adverse Deviation
The greatest risks to the OSRMT's loss reserve adequacy are associated with adverse development on large claims. However, the excess reinsurance mitigates this risk. A general risk is the lack of diversification, since all policies are related to exposure in the state of Oklahoma. I believe that these and potential other risks and uncertainties could result in material adverse deviation in the loss and loss adjustment expense reserves. In consideration of the use of this opinion for purposes of solvency monitoring, I consider $400,000 to be material for this Company, calculated 10% of loss and loss adjustment expense reserves.

B. Other Disclosures
There are no additional disclosures.

C. Reinsurance
We assume that all reinsurance is valid and fully collectible.

D. IRIS Ratios
Not applicable.

E. Methods and Assumptions
There are no changes to methods or assumptions.

F. Additional Comments
Unpaid loss and loss adjustment expense reserves are subject to inherent uncertainty due to the variability of fortuitous outcomes of contingent events which may affect loss and loss adjustment expense costs. In evaluating whether the reserves make a reasonable provision for unpaid losses and loss adjustment expenses, it is necessary to project future loss and loss adjustment expense emergence and payments. It is virtually certain that actual future losses and loss adjustment expenses will not develop exactly as projected and may, in fact, vary significantly from the projections. No warranty is expressed or implied that this will not occur.

I have neither examined the assets of the Trust nor formed any opinion as to the value or validity of the assets. My review was limited to the items noted in the scope paragraph and did not include an analysis of any income statement or other balance sheet items. My opinion that the

reserves make a reasonable provision in the aggregate for the unpaid loss and loss adjustment expense obligations of the Trust presumes that these reserves are backed by valid assets and that these assets reflect suitably scheduled maturities and/or sufficient liquidity to meet cash flow requirements.

This statement of opinion is intended solely for the use of, and only to be relied upon, the Trust and the State of Oklahoma.

An actuarial report and underlying work papers supporting the findings expressed in this Statement of Actuarial Opinion are being provided to the Company to be retained for a period of seven years at its administrative offices and available for regulatory examination.

Natasha Dimitrienko

Natasha Dimitrienko
Fellow, Casualty Actuarial Society
Member of the American Academy of Actuaries
Oliver Wyman Actuarial Consulting, Inc.

December 26, 2019

Property Statement of Value

School District:	LPS - REVISED FINAL Renewal SOV 20-21				
School District:	**Occupied As**	**RC Bldg Val**	**Cont Val**	**Floater Val**	**EDP Val**
753 NW Ft Sill Blvd,Lawton,OK	**John Shoemaker Adm Center**	$8,852,415.00	$1,707,646.00		$125,922.00
753 NW Ft Sill Blvd,Lawton,OK	2 Lights & Poles	$11,305.00			
753 NW Ft Sill Blvd,Lawton,OK	Multi Media Center	$4,738,484.00	$1,067,515.00		$2,268,728.00
753 NW Ft Sill Blvd,Lawton,OK	3 Four Headed Lights & Poles	$22,579.00			
601 NW Ft Sill Blvd,Lawton,OK	**Lawton High,IndArts&Gym+ADDN 2012**	$50,681,179.00	$10,270,255.00	$7,507.00	$969,365.00
601 NW Ft Sill Blvd,Lawton,OK	**Marquee Sign**	**$10,000.00**			
601 NW Ft Sill Blvd,Lawton,OK	Boiler Room	$352,093.00	$70,064.00		
601 NW Ft Sill Blvd,Lawton,OK	Auxiliary Gym	$1,188,966.00	$236,606.00		
601 NW Ft Sill Blvd,Lawton,OK	Wrestling Room	$973,165.00	$193,661.00		
601 NW Ft Sill Blvd,Lawton,OK	Athletic Facility Bldg	$2,088,541.00	$721,581.00		
601 NW Ft Sill Blvd,Lawton,OK	Football Storage	$17,193.00	$3,421.00		
601 NW Ft Sill Blvd,Lawton,OK	Baseball Storage	$7,161.00	$1,962.00		
601 NW Ft Sill Blvd,Lawton,OK	Lights & Poles@LHS BB Field	$244,973.00			
601 NW Ft Sill Blvd,Lawton,OK	New Baseball Scoreboard	$21,650.00			
601 NW Ft Sill Blvd,Lawton,OK	New Concession w/Pressbox & RR	$71,110.00	$14,149.00		
601 NW Ft Sill Blvd,Lawton,OK	Softball Scoreboard	$11,603.00			
601 NW Ft Sill Blvd,Lawton,OK	Baseball Dugouts (2)	$11,872.00			
601 NW Ft Sill Blvd,Lawton,OK	Tennis Bleachers	$4,696.00			
601 NW Ft Sill Blvd,Lawton,OK	Track Bleachers	$30,062.00			
601 NW Ft Sill Blvd,Lawton,OK	Soccer Bleachers	$11,305.00			
601 NW Ft Sill Blvd,Lawton,OK	Baseball Bleachers	$15,046.00			
601 NW Ft Sill Blvd,Lawton,OK	6 Double Headed Lights & Poles	$33,823.00			
601 NW Ft Sill Blvd,Lawton,OK	2 Single Headed Lights & Poles	$11,305.00			
601 NW Ft Sill Blvd,Lawton,OK	Fences	$180,115.00			
601 NW Ft Sill Blvd,Lawton,OK	Track Surface	$255,846.00			
601 NW Ft Sill Blvd,Lawton,OK	Softball Concession Bldg	$26,628.00			
601 NW Ft Sill Blvd,Lawton,OK	Softball Storage Bldg	$13,566.00	$2,713.00		
601 NW Ft Sill Blvd,Lawton,OK	Dugouts @ Softball Field (2)	$8,925.00			
601 NW Ft Sill Blvd,Lawton,OK	Batting Cages @ Softball Field	$9,851.00			
601 NW Ft Sill Blvd,Lawton,OK	Softball Field Lights & Poles (4)	$97,094.00			
601 NW Ft Sill Blvd,Lawton,OK	Portable #44 LHS Baseball	$75,197.00	$25,409.00		
601 NW Ft Sill Blvd,Lawton,OK	Portable #29 LHS Softball	$77,796.00	$25,409.00		
601 NW Ft Sill Blvd,Lawton,OK	Portable #32	$77,276.00	$25,399.00		
601 NW Ft Sill Blvd,Lawton,OK	Portable #25	$75,189.00	$25,399.00		
601 NW Ft Sill Blvd,Lawton,OK	Portable #27	$83,889.00	$25,399.00		
601 NW Ft Sill Blvd,Lawton,OK	Baseball Metal Fence	$15,155.00			
601 NW Ft Sill Blvd,Lawton,OK	Small SB Storage Bldg	$2,575.00	$1,000.00		

NW Ft Sill Blvd,Lawton,OK	Small Storage Building	$3,175.00	$1,000.00		
d & W Gore,Lawton, OK	**Eisenhower HS,Cafeteria&Arts**	$51,103,716.00	$10,930,748.00		$692,268
d & W Gore, Lawton, OK	**Marquee Sign**	**$3,000.00**			
d & W Gore, Lawton, OK	**2 Small Signs**	**$2,500.00**			
d & W Gore, Lawton, OK	Energy Mgmt System (5 Locations)				$2,243,990
d & W Gore, Lawton, OK	Aux/Girls Gym	$1,204,576.00	$239,708.00		
d & W Gore, Lawton, OK	Wrestling Room	$919,377.00	$182,969.00		
d & W Gore, Lawton, OK	Athletic Facility Bldg	$2,130,312.00	$717,265.00		
d & W Gore, Lawton, OK	**Small Sign**	**$1,000.00**			
d & W Gore, Lawton, OK	Maintenance & Garage	$70,364.00	$24,245.00		
d & W Gore, Lawton, OK	Baseball Press Box	$48,365.00	$4,819.00		
d & W Gore, Lawton, OK	Football Storage	$28,074.00	$5,586.00		
d & W Gore, Lawton, OK	Soccer Storage	$12,885.00	$2,568.00		
d & W Gore, Lawton, OK	Baseball Storage	$6,717.00	$1,965.00		
d & W Gore, Lawton, OK	Track Storage	$9,896.00	$41,245.00		
d & W Gore, Lawton, OK	Press Box	$12,137.00	$2,425.00		
d & W Gore, Lawton, OK	Track Storage	$20,822.00	$62,016.00		
d & W Gore, Lawton, OK	14 Single Light Poles	$65,739.00			
d & W Gore, Lawton, OK	Fences	$133,680.00			
d & W Gore, Lawton, OK	4 Double Headed Lights	$22,609.00			
d & W Gore, Lawton, OK	Track Bleachers/Concession	$39,481.00			
d & W Gore, Lawton, OK	Baseball Dugout	$15,799.00			
d & W Gore, Lawton, OK	Track Surface	$255,846.00			
d & W Gore, Lawton, OK	New Baseball Scoreboard	$21,650.00			
d & W Gore, Lawton, OK	Softball Scoreboard	$11,603.00			
d & W Gore, Lawton, OK	EHS New Scoreboard	$25,709.00			
d & W Gore, Lawton, OK	EHS Softball Metal Fence	$9,081.00			
d & W Gore, Lawton, OK	Baseball Field Light&Poles (6)	$216,704.00			
h & W Gore,Lawton,OK	**Eisenhower Middle School**	$34,412,005.00	$7,331,545.00		$585,392
h & W Gore,Lawton,OK	**Marquee Sign**	**$3,000.00**			
h & W Gore,Lawton,OK	Cafeteria	$2,085,409.00	$460,430.00		
h & W Gore,Lawton,OK	Portable Bldg #5	$75,189.00	$25,399.00		
h & W Gore,Lawton,OK	Portable Bldg #14 & #18	$150,377.00	$50,799.00		
h & W Gore,Lawton,OK	Portable Bldg #15	$75,189.00	$25,399.00		
h & W Gore,Lawton,OK	Storage Bldg	$10,747.00	$10,310.00		
h & W Gore,Lawton,OK	Portable #30/EHS Softball	$75,011.00	$25,409.00		
h & W Gore,Lawton,OK	3 Double Headed Lights	$16,835.00			
h & W Gore,Lawton,OK	2 Sets of Bleachers	$5,656.00			
h & W Gore,Lawton,OK	Fences	$14,073.00			
2 W Gore, Lawton, OK	New Eisenhower Middle School-Under Const				

4400 E Gore, Lawton,OK	**MacArthur High School & ADDN 2012**	$44,288,728.00	$8,971,256.00		$594,533.00
4400 E Gore, Lawton, OK	**Marquee Sign**	**$7,500.00**			
4400 E Gore, Lawton,OK	Ind Arts/Tech Lab	$1,145,204.00	$228,012.00		
4400 E Gore, Lawton,OK	Wrestling Room	$1,108,170.00	$220,531.00		
4400 E Gore, Lawton,OK	Athletic Facility Bldg	$1,392,361.00	$721,593.00		
4400 E Gore, Lawton,OK	Handicap Access Awning/Switchback	$4,876.00			
4400 E Gore, Lawton,OK	Garage	$28,656.00	$5,703.00		
4400 E Gore, Lawton,OK	Ballfield Storage	$15,200.00	$3,025.00		
4400 E Gore, Lawton,OK	Auxiliary Gym	$1,430,697.00	$284,755.00		
4400 E Gore, Lawton,OK	Tractor Shed	$28,656.00	$5,703.00		
4400 E Gore, Lawton,OK	Ballfield Storage	$5,373.00	$1,962.00		
4400 E Gore, Lawton,OK	Track Storage/Cts Only		$45,771.00		
4400 E Gore, Lawton,OK	New Baseball Scoreboard	$21,650.00			
4400 E Gore, Lawton,OK	Softball Scoreboard	$11,603.00			
4400 E Gore, Lawton,OK	Softball Dugouts	$8,128.00			
4400 E Gore, Lawton,OK	Fences	$1,546.00			
4400 E Gore, Lawton,OK	Concession Stand	$10,342.00			
4400 E Gore, Lawton,OK	Softball Field Lights & Poles	$97,094.00			
4400 E Gore, Lawton,OK	4 Baseball Field Lights	$30,055.00			
4400 E Gore, Lawton,OK	Baseball Field Lights & Poles	$244,847.00			
4400 E Gore, Lawton,OK	Baseball Bleachers	$9,394.00			
4400 E Gore, Lawton,OK	Track Bleachers	$15,048.00			
4400 E Gore, Lawton,OK	Press Box w/Bathroom	$27,614.00	$5,496.00		
4400 E Gore, Lawton,OK	6 Single Head Lights	$22,540.00			
4400 E Gore, Lawton,OK	4 Double Head Lights	$22,540.00			
4400 E Gore, Lawton,OK	Fences	$109,760.00			
4400 E Gore, Lawton,OK	Track Surface	$255,846.00			
4400 E Gore, Lawton,OK	Portable Bldg #52	$84,238.00	$25,399.00		
4400 E Gore, Lawton,OK	Portable Bldg #53	$84,238.00	$25,399.00		
4400 E Gore, Lawton,OK	Owned Portable Bldg #P91	$98,617.00	$25,399.00		
4400 E Gore, Lawton,OK	Owned Portable #P89	$98,617.00	$25,399.00		
4400 E Gore, Lawton,OK	Owned Portable #P92	$98,617.00	$25,399.00		
4400 E Gore, Lawton,OK	MHS Baseball Metal Fence	$15,155.00			
4400 E Gore, Lawton,OK	Owned Portable Bldg #P94	$98,617.00	$25,399.00		
510 NE 45th St., Lawton, OK	**MacArthur Middle School**	$33,313,602.00	$6,705,792.00	$7,847.00	$359,400.00
510 NE 45th St., Lawton, OK	**Marquee Sign**	**$5,000.00**			
510 NE 45th St., Lawton, OK	**Small Sign**	**$1,500.00**			
510 NE 45th St., Lawton, OK	Auxiliary Gym	$1,381,660.00	$274,959.00		
510 NE 45th St., Lawton, OK	Maintenance Shop	$129,226.00	$25,719.00		

NE 45th St., Lawton, OK	3 Sets Bleachers	$8,452.00			
NE 45th St., Lawton, OK	3 Double Headed Lights & Poles	$16,906.00			
NE 45th St., Lawton, OK	Fences	$14,071.00			
NE 45th St., Lawton, OK	Portable #4	$76,929.00	$25,399.00		
NE 45th St., Lawton, OK	Portable Madden Bldg@SB Field	$5,471.00	$1,088.00		
NE 45th St., Lawton, OK	Portable #39	$76,929.00	$25,398.00		
NE 45th St., Lawton, OK	Softball Storage Shed	$320.00	$300.00		
NE 45th St., Lawton, OK	Tennis Storage Shed	$1,905.00	$1,000.00		
NW Homestead,Lawton,OK	**Tomlinson Middle School**	$23,774,088.00	$4,665,915.00	$2,795.00	$568,416.
NW Homestead,Lawton,OK	**Marquee Sign**	**$4,000.00**			
NW Homestead,Lawton,OK	**Small Sign**	**$2,000.00**			
NW Homestead,Lawton,OK	Gym	$3,322,618.00	$661,212.00		
NW Homestead,Lawton,OK	Auxiliary Gym	$1,181,938.00	$236,977.00		
NW Homestead,Lawton,OK	Maintenance Shop/Cts Only		$21,214.00		
NW Homestead,Lawton,OK	Fences	$16,886.00			
NW Homestead,Lawton,OK	2 Sets Bleachers	$5,653.00			
NW Homestead,Lawton,OK	3 Double Headed Lights & Poles	$16,906.00			
NW Homestead,Lawton,OK	Portable #T67	$66,834.00	$25,399.00		
NW Homestead,Lawton,OK	Portable #T63	$66,834.00	$25,399.00		
NW Homestead,Lawton,OK	Portable #T64	$66,834.00	$25,399.00		
NW Homestead,Lawton,OK	Portable #93	$98,607.00	$25,399.00		
NW Homestead,Lawton,OK	Portable #95	$98,607.00	$25,399.00		
1 Ferris, Lawton, OK	**John Adams Elementary**	$3,286,573.00	$1,027,165.00		$179,515.
1 Ferris, Lawton, OK	**Marquee Sign**	**$1,500.00**			
1 Ferris, Lawton, OK	**Small Sign**	**$1,000.00**			
1 Ferris, Lawton, OK	Storage Bldg	$5,373.00	$10,313.00		
1Ferris, Lawton, OK	Portable #41PR	$75,189.00	$25,399.00		
1 Ferris, Lawton, OK	Portable #46	$75,189.00	$25,399.00		
1 Ferris, Lawton, OK	Portable #34P	$75,189.00	$25,399.00		
1 Ferris, Lawton, OK	Portable #56PR	$84,238.00	$25,399.00		
1 Ferris, Lawton, OK	Playground Equipment	$64,949.00			
1 Ferris, Lawton, OK	Fences	$5,769.00			
2 SW Delta, Lawton, OK	**Almor West Elementary**	$6,737,468.00	$1,363,957.00		$164,823.
2 SW Delta, Lawton, OK	**Marquee Sign**	**$1,500.00**			
2 SW Delta, Lawton, OK	Storage Bldg	$3,582.00	$10,312.00		
2 SW Delta, Lawton, OK	Portable #16	$76,929.00	$25,399.00		
2 SW Delta, Lawton, OK	Portable #12	$75,189.00	$25,399.00		
2 SW Delta, Lawton, OK	Portable #48	$76,929.00	$25,399.00		
2 SW Delta, Lawton, OK	Portable #22	$75,189.00	$25,399.00		

6902 SW Delta, Lawton, OK	Playground Equipment	$64,949.00			
6902 SW Delta, Lawton, OK	Fences	$14,915.00			
6902 SW Delta, Lawton, OK	**Small Storage Building**	**$5,000.00**	**$5,000.00**		
6902 SW Delta, Lawton, OK	New Saferoom/Classroom	$1,075,360.00	$219,306.00		
5611 Alan A Dale, Lawton, OK	**Hugh Bish Elementary**	$9,712,312.00	$1,957,999.00		$193,571.00
5611 Alan A Dale, Lawton, OK	**Marquee Sign**	**$1,500.00**			
5611 Alan A Dale, Lawton, OK	Portable #57	$77,973.00	$25,399.00		
5611 Alan A Dale, Lawton, OK	Playground Equip/Handicapped Access	$108,250.00			
5611 Alan A Dale, Lawton, OK	Fences	$15,620.00			
5611 Alan A Dale, Lawton, OK	**Small Storage Building**	**$5,000.00**	**$5,000.00**		
5611 Alan A Dale, Lawton, OK	**Small Storage Building**	**$5,000.00**	**$5,000.00**		
5611 Alan A Dale, Lawton, OK	**Covered Walkway**	**$5,000.00**			
5611 Alan A Dale, Lawton, OK	New Saferoom/Classroom	$1,065,463.00	$217,288.00		
6205 NW Ferris, Lawton, OK	**Special Ed Admin Staff (Prev Brockland)**	$4,080,020.00	$408,002.00		
6205 NW Ferris, Lawton, OK	Gym	$578,981.00	$121,289.00		
6205 NW Ferris, Lawton, OK	Storage Bldg	$20,887.00	$5,000.00		
6205 NW Ferris, Lawton, OK	Portable #28	$81,540.00	$25,399.00		
6205 NW Ferris, Lawton, OK	Portable #83	$53,606.00	$25,399.00		
6205 NW Ferris, Lawton, OK	Fences	$15,902.00			
215 SE Warwick, Lawton, OK	**Carriage Hills Elementary**	$7,977,904.00	$1,621,273.00		$181,748.00
215 SE Warwick, Lawton, OK	**Marquee Sign**	**$1,500.00**			
215 SE Warwick, Lawton, OK	**Small Sign**	**$1,000.00**			
215 SE Warwick, Lawton, OK	Storage Bldg	$15,664.00	$10,313.00		
215 SE Warwick, Lawton, OK	Storage Bldg	$13,052.00	$10,313.00		
215 SE Warwick, Lawton, OK	Portable Bldg #36	$73,274.00	$25,399.00		
215 SE Warwick, Lawton, OK	Portable Bldg #35	$73,274.00	$25,399.00		
215 SE Warwick, Lawton, OK	Portable Bldg #T75	$48,211.00	$25,399.00		
215 SE Warwick, Lawton, OK	Portable #33	$75,189.00	$25,399.00		
215 SE Warwick, Lawton, OK	Playground Equipment	$64,949.00			
215 SE Warwick, Lawton, OK	Fences	$8,585.00			
215 SE Warwick, Lawton, OK	New Saferoom/Classroom	$1,145,904.00	$233,692.00		
1202 SW 27th, Lawton, OK	**Cleveland Elementary+ ADDN 2012**	$6,557,486.00	$1,881,822.00		$304,128.00
1202 SW 27th, Lawton, OK	**Marquee Sign**	**$1,500.00**			
1202 SW 27th, Lawton, OK	Storage Bldg	$5,373.00	$10,312.00		
1202 SW 27th, Lawton, OK	Storage Bldg	$8,507.00	$10,312.00		
1202 SW 27th, Lawton, OK	Portable #T61	$66,833.00	$25,399.00		
1202 SW 27th, Lawton, OK	Portable #T68	$84,238.00	$25,399.00		
1202 SW 27th, Lawton, OK	Playground Equipment	$64,949.00			
1202 SW 27th, Lawton, OK	Fences	$11,539.00			

SW 45th, Lawton, OK	Previously Country Club Heights/SOLD				
2 NW Horton, Lawton, OK	**Crosby Park Elementary+ADDN 2010**	$8,180,378.00	$1,928,662.00		$147,724
2 NW Horton, Lawton, OK	**Marquee Sign**	**$1,500.00**			
2 NW Horton, Lawton, OK	Storage Bldg	$5,841.00	$10,312.00		
2 NW Horton, Lawton, OK	Portable #T79	$53,432.00	$25,399.00		
2 NW Horton, Lawton, OK	Playground Equip/Handicapped Access	$108,250.00			
2 NW Horton, Lawton, OK	New Saferoom/Classroom	$1,100,067.00	$224,345.00		
2 NW Horton, Lawton, OK	Fences	$11,820.00			
E Gore, Lawton, OK	**Gateway/Bridge/Virtual School(Douglass)**	**$13,012,021.00**	**$1,972,540.00**		**$200,833**
E Gore, Lawton, OK	**Marquee Sign**	**$1,500.00**			
E Gore, Lawton, OK	**Small Sign**	**$1,000.00**			
E Gore, Lawton, OK	Storage Bldg	$6,447.00	$10,312.00		
E Gore, Lawton, OK	Fences	$9,571.00			
1 NW Columbia, Lawton, OK	**Edison Elementary**	$6,135,389.00	$1,582,273.00		$358,352
1 NW Columbia, Lawton, OK	**Marquee Sign**	**$3,000.00**			
1 NW Columbia, Lawton, OK	Storage Bldg	$6,963.00	$10,312.00		
1 NW Columbia, Lawton, OK	**Small Storage Building**	**$5,000.00**	**$5,000.00**		
1 NW Columbia, Lawton, OK	Portable #82	$56,042.00	$25,399.00		
1 NW Columbia, Lawton, OK	Fences	$9,711.00			
1 NW Columbia, Lawton, OK	Playground Equipment	$64,949.00			
1 NW Columbia, Lawton, OK	Portable #61PRA	$84,238.00	$25,399.00		
1 NW Columbia, Lawton, OK	Portable #54	$81,540.00	$25,399.00		
1 NW Columbia, Lawton, OK	New Saferoom/Classroom	$1,149,008.00	$234,325.00		
SW 52nd, Lawton, OK	**Eisenhower Elementary + ADDN 2012**	$6,576,560.00	$1,285,581.00		$316,591
SW 52nd, Lawton, OK	**Marquee Sign**	**$1,500.00**			
SW 52nd, Lawton, OK	Storage Bldg	$5,801.00	$10,312.00		
SW 52nd, Lawton, OK	Storage Bldg	$11,139.00	$10,312.00		
SW 52nd, Lawton, OK	Portable #58	$77,973.00	$25,399.00		
SW 52nd, Lawton, OK	Gym	$620,821.00	$123,541.00		
SW 52nd, Lawton, OK	Portable #43	$75,189.00	$25,399.00		
SW 52nd, Lawton, OK	Portable #21	$75,189.00	$25,399.00		
SW 52nd, Lawton, OK	Playground Equipment	$64,949.00			
SW 52nd, Lawton, OK	Fences	$11,820.00			
onimo Rd, Ft. Sill, OK	**Geronimo Rd/Demolished**				
2 SW E, Lawton, OK	Previously Howell Elementary/SOLD 6-25-13				
4 NW 47th, Lawton, OK	**Ridgecrest Elementary School**	$9,850,770.00	$3,391,540.00		$707,118
4 NW 47th, Lawton, OK	**Marquee Sign**	**$1,500.00**			
4 NW 47th, Lawton, OK	**Small Sign**	**$1,500.00**			
4 NW 47th, Lawton, OK	Storage Bldg	$11,139.00	$10,313.00		

1614 NW 47th, Lawton, OK	Owned Portable Bldg #P88	$98,607.00	$25,399.00		
1614 NW 47th, Lawton, OK	Owned Portable Bldg #P85	$98,607.00	$25,399.00		
1614 NW 47th, Lawton, OK	Portable #96	$98,607.00	$25,399.00		
1614 NW 47th, Lawton, OK	Playground Equipment	$64,949.00			
1614 NW 47th, Lawton, OK	Fences	$10,412.00			
2102 NW Lindy, Lawton, OK	**Jackson Elementary -FOR SALE**	$3,761,274.00	$0.00		$0.00
2102 NW Lindy, Lawton, OK	Fences	$14,214.00			
1401 Bessie, Lawton, OK	**Pat Henry Elementary**	$17,608,322.00	$6,382,342.00		$520,237.00
1401 Bessie, Lawton, OK	**Marquee Sign**	**$1,500.00**			
1401 Bessie, Lawton, OK	Storage Bldg	$16,708.00	$10,312.00		
1401 Bessie, Lawton, OK	**Playground Equipment**	$64,949.00			
1401 Bessie, Lawton, OK	Fences	$11,399.00			
501 Woolridge, Lawton, OK	**Crossroads YFS/Headstart**	$3,404,124.00	$677,059.00		
501 Woolridge, Lawton, OK	**Playground Equipment**	$64,949.00			
601 SW Park, Lawton, OK	**Lincoln Elementary**	$6,824,338.00	$1,553,080.00		$256,123.00
601 SW Park, Lawton, OK	**Marquee Sign**	**$1,500.00**			
601 SW Park, Lawton, OK	**Small Sign**	**$1,000.00**			
601 SW Park, Lawton, OK	Portable Trailer #84	$53,606.00	$25,399.00		
601 SW Park, Lawton, OK	Portable Trailer #77	$48,211.00	$25,399.00		
601 SW Park, Lawton, OK	Playground Equipment	$64,949.00			
601 SW Park, Lawton, OK	Fences	$14,214.00			
4912 SE Avalon, Lawton, OK	**Park Lane Elem (Closed May 15)**	$4,972,180.00	$108,450.00		
4912 SE Avalon, Lawton, OK	Gym	$620,744.00	$124,852.00		
4912 SE Avalon, Lawton, OK	Storage Bldg	$9,746.00	$0.00		
4912 SE Avalon, Lawton, OK	Fences	$7,177.00			
32 NW 40th, Lawton, OK	Pecan Grove/Sold				
3005 NE Angus, Lawton, OK	**Pioneer Park Elem + New Addn 2012**	$8,002,441.00	$2,011,329.00		$194,105.00
3005 NE Angus, Lawton, OK	**Marquee Sign**	**$1,500.00**			
3005 NE Angus, Lawton, OK	**Small Sign**	**$2,000.00**			
3005 NE Angus, Lawton, OK	Storage Bldg	$20,421.00	$10,312.00		
3005 NE Angus, Lawton, OK	Owned Portable Bldg #P90	$98,607.00	$25,399.00		
3005 NE Angus, Lawton, OK	Playground Equipment	$64,949.00			
3005 NE Angus, Lawton, OK	Fences	$7,315.00			
Sheridan Rd, Ft Sill, OK	**Sheridan Rd Elem/Demolished**				
3802 SE Elmhurst,Lawton, OK	**Sullivan Elementary & ADDN 2012**	$7,123,278.00	$2,288,450.00		$171,802.00
3802 SE Elmhurst,Lawton, OK	**Marquee Sign**	**$1,500.00**			
3802 SE Elmhurst,Lawton, OK	Storage Bldg	$12,183.00	$10,307.00		
3802 SE Elmhurst,Lawton, OK	Portable #60	$84,238.00	$25,399.00		
3802 SE Elmhurst,Lawton, OK	Auxiliary Gym	$620,144.00	$123,630.00		

2 SE Elmhurst,Lawton, OK	Portable #69T	$66,833.00	$25,399.00		
2 SE Elmhurst,Lawton, OK	Fences	$9,571.00			
2 SE Elmhurst,Lawton, OK	Playground Equipment	$64,949.00			
2 SE Elmhurst,Lawton, OK	Portable #62T	$66,833.00	$25,399.00		
2 SE Elmhurst,Lawton, OK	Portable Trailer #65	$66,833.00	$25,399.00		
2 SE Elmhurst,Lawton, OK	New Saferoom/Classroom	$1,215,090.00	$247,802.00		
1 NW 23rd St, Lawton, OK	**Swinney Elementary (Closed May 15)**	$4,573,857.00			
1 NW 23rd St, Lawton, OK	Storage Bldg	$5,372.00			
1 NW 23rd St, Lawton, OK	Gym	$618,433.00			
1 NW 23rd St, Lawton, OK	Fences	*$8,585.00*			
1 NW Taft, Lawton, OK	**Gateway/Taft(Closed) STATED VALUE**	**$450,000.00**			
1 NW Taft, Lawton, OK	**Gym (STATED VALUE)**	**$50,000.00**			
NW Columbia, Lawton,OK	**Washington Elementary**	$3,923,981.00	$1,761,775.00		$205,410.
NW Columbia, Lawton,OK	**Marquee Sign**	**$1,500.00**			
NW Columbia, Lawton,OK	Gym	$632,077.00	$123,066.00		
NW Columbia, Lawton,OK	Portable #37	$77,362.00	$25,399.00		
NW Columbia, Lawton,OK	Portable #2	$75,189.00	$25,399.00		
NW Columbia, Lawton,OK	Portable #31P	$76,929.00	$25,399.00		
NW Columbia, Lawton,OK	Portable #T66	$66,834.00	$25,399.00		
NW Columbia, Lawton,OK	Portable #23	$75,189.00	$25,399.00		
NW Columbia, Lawton,OK	Playground Equipment	$64,949.00			
NW Columbia, Lawton,OK	Fences	$20,403.00			
LETED/5402 Kinyon/SOLD	Western Hills Elementary				
8 NW 38th, Lawton, OK	**Learning Tree Academy**	$4,850,150.00	$980,407.00		$137,516.
8 NW 38th, Lawton, OK	**Marquee Sign**	**$1,500.00**			
8 NW 38th, Lawton, OK	**Small Sign**	**$1,500.00**			
8 NW 38th, Lawton, OK	Portable #6PR	$76,581.00	$25,399.00		
8 NW 38th, Lawton, OK	Canopy	$1,301.00			
8 NW 38th, Lawton, OK	Playground Equipment	$64,949.00			
8 NW 38th, Lawton, OK	Fences	$9,851.00			
5 NW Laird, Lawton, OK	**Whittier Elementary**	$4,083,995.00	$1,179,221.00		$124,055.
5 NW Laird, Lawton, OK	**Marquee Sign**	**$1,500.00**			
5 NW Laird, Lawton, OK	Storage Bldg	$24,366.00	$10,307.00		
5 NW Laird, Lawton, OK	Portable #8PR	$79,886.00	$25,399.00		
5 NW Laird, Lawton, OK	Playground Equipment	$64,949.00			
5 NW Laird, Lawton, OK	Owned Portable Bldg #P86	$98,607.00	$25,399.00		
5 NW Laird, Lawton, OK	Owned Portable Bldg #P87	$98,607.00	$25,399.00		
5 NW Laird, Lawton, OK	Fences	$8,585.00			
5 NW Laird, Lawton, OK	Saferoom/Classroom	$1,505,361.00	$301,072.00		

102 NW 17th, Lawton, OK	**Wilson Elementary(Closed)STATED VALUE**	**$500,000.00**			
405 NW Woodland,Lawton,OK	**Woodland Hills Elementary**	$7,679,865.00	$2,042,654.00		$203,023.00
405 NW Woodland,Lawton,OK	**Marquee Sign**	**$1,500.00**			
405 NW Woodland,Lawton,OK	Storage Bldg	$11,139.00	$10,313.00		
405 NW Woodland,Lawton,OK	Portable #7	$76,929.00	$25,399.00		
405 NW Woodland,Lawton,OK	Gym	$621,250.00	$123,632.00		
405 NW Woodland,Lawton,OK	Portable #T80	$66,485.00	$25,399.00		
405 NW Woodland,Lawton,OK	Playground Equipment	$64,949.00			
405 NW Woodland,Lawton,OK	Fences	$9,387.00			
405 NW Woodland,Lawton,OK	New Saferoom/Classroom	$1,303,272.00	$265,786.00		
1101 SW 17th, Lawton, OK	Transportation	$1,223,948.00	$275,938.00	$5,000.00	$10,504.00
1101 SW 17th, Lawton, OK	Tire Storage	$91,334.00	$18,871.00		
1101 SW 17th, Lawton, OK	Transportation Storage	$11,372.00	$10,307.00		
1101 SW 17th, Lawton, OK	Transportation Storage	$4,297.00	$9,220.00		
1101 SW 17th, Lawton, OK	Portable #T78	$53,432.00	$25,399.00		
1101 SW 17th, Lawton, OK	Fences	$93,438.00			
1101 SW 17th, Lawton, OK	Portable #13/Transporation Bus Barn	$75,189.00	$25,399.00		
1101 SW 17th, Lawton, OK	Portable #38/Bus Barn	$75,189.00	$25,399.00		
1101 SW 17th, Lawton, OK	Portable #55	$81,540.00	$25,399.00		
1101 SW 17th, Lawton, OK	Portable #T74	$48,211.00	$25,399.00		
1101 SW 17th, Lawton, OK	Transportation Storage	$14,504.00	$2,886.00		
19th & Lee, Lawton, OK	Commodity Office&Maint Office	$2,300,425.00	$457,815.00	$55,585.00	$23,883.00
19th & Lee, Lawton, OK	Portable #73T	$48,211.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #45	$75,189.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #40	$75,189.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #47	$76,929.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #19	$76,929.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #20PR	$76,929.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #1	$76,294.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #3	$76,929.00	$25,399.00		
19th & Lee, Lawton, OK	Portable Bldg #17	$75,189.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #59	$77,973.00	$25,399.00		
19th & Lee, Lawton, OK	Portable #10PR	$75,189.00	$25,399.00		
19th & Lee, Lawton, OK	Carpentry & Paint Shop	$435,112.00	$72,157.00		
19th & Lee, Lawton, OK	Maintenance Eq&FFA Storage	$183,036.00	$36,366.00		
19th & Lee, Lawton, OK	**Ag Facility Marquee Sign**	**$1,500.00**			
19th & Lee, Lawton, OK	Portable #51 HVAC Storage Bldg	$136,842.00	$163,533.00		
19th & Lee, Lawton, OK	Carpentry Storage Bldg.	$18,798.00	$4,041.00		
19th & Lee, Lawton, OK	Roofing Office	$45,252.00	$9,005.00		

n & Lee, Lawton, OK	Welding Shop	$130,534.00	$25,976.00		
n & Lee, Lawton, OK	AC/Electrical/Engineering Bldg	$175,439.00	$34,912.00		
n & Lee, Lawton, OK	White Vinyl Fence	$37,567.00			
1 SW Lee Blvd,Lawton, OK	Leased Refrigerated Trailers	$8,500.00	$100,000.00		
1 SW Lee Blvd,Lawton,OK	Leased Refrigerated Trailers	$8,500.00	$100,000.00		
1 SW Lee Blvd,Lawton,OK	New Portable FFA Horticulture Office #B266	$243,906.00	$48,536.00		
1 SW Lee Blvd,Lawton,OK	Horticulture Storage	$43,859.00	$20,626.00		
1 SW Lee Blvd,Lawton,OK	Horticulture Storage	$18,798.00	$3,740.00		
1 SW Lee Blvd,Lawton,OK	New Greenhouse(Plants Not Cov)	$128,410.00			
1 SW Lee Blvd,Lawton,OK	Sheep Barn	$130,413.00			
1 SW Lee Blvd,Lawton,OK	Hog Barn	$135,701.00			
1 SW Lee Blvd,Lawton,OK	Stock/Calf Barn	$550,563.00			
1 SW Lee Blvd,Lawton,OK	Hay Barn	$52,193.00			
1 SW Lee Blvd,Lawton,OK	FFA Storage	$5,373.00	$10,694.00		
1 SW Lee Blvd,Lawton,OK	Sheep Barn	$70,342.00	$5,423.00		
1 NW Ft Sill Blvd.,Lawton,OK	**Central Middle School**	$41,219,350.00	$8,021,990.00		$1,078,973.
1 NW Ft Sill Blvd.,Lawton,OK	**Electronic Sign**	**$8,500.00**			
1 NW Ft Sill Blvd.,Lawton,OK	2 Double Headed Lights & Poles	$11,272.00			
1 NW Ft Sill Blvd.,Lawton,OK	12 Single Headed Lights & Poles	$45,082.00			
1 NW Ft Sill Blvd.,Lawton,OK	Lights & Sign	$18,788.00			
1 NW Ft Sill Blvd.,Lawton,OK	Fence	$40,810.00			
1 NW Ft Sill Blvd.,Lawton,OK	Fence @ Softball Field	$49,250.00			
1 NW Ft Sill Blvd.,Lawton,OK	Fence @ BB Field	$49,250.00			
1 NW Ft Sill Blvd.,Lawton,OK	Fence @ Soccer Field	$3,097.00			
0 NW Columbia,Lawton,OK	Ron Stephens Stadium	$1,044,955.00	$0.00	$14,610.00	
0 NW Columbia,Lawton,OK	Ron Stephens Bldg A	$104,428.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg B	$821,166.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg C	$26,106.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg D	$139,235.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg E	$22,278.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg F	$821,166.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg G	$2,789.00			
0 NW Columbia,Lawton,OK	Ron Stephens Bldg H	$46,411.00			
0 NW Columbia,Lawton,OK	Fairplay Scoreboard,Ctrl&Amp	$19,980.00			
0 NW Columbia,Lawton,OK	4 Sets of Stadium Lights ($20,000 Per Set)	$80,000.00			
Simpson,Lawton, OK	Leased Warehouse Incl Grounds Equip		$602,095.00	$250,947.00	
SW 17th St, Lawton, OK	Portable #42 @ Marie Detty	$75,189.00	$25,399.00		
0 Geronimo Rd,Ft Still, OK	Freedom Elementary (Opened May 15)	$46,133,115.00	$8,822,324.00		$498,667.
0 Geronimo Rd,Ft Still, OK	**Marquee Sign**	**$5,000.00**			

5720 Geronimo Rd,Ft Still, OK	Playground Equipment	$64,949.00			
5720 Geronimo Rd,Ft Still, OK	Storage Shed Building	$2,097.00	$1,059.00		
3402 NW Gore Blvd, Lawton, OK	Cameron Stadium Scoreboard	$35,000.00			
3402 NW Gore Blvd, Lawton, OK	Cameron Stadium Football Field Turf	$359,020.00			
3402 NW Gore Blvd, Lawton, OK	Cameron Stadium Pressbox Contents		$13,350.00		
3402 NW Gore Blvd, Lawton, OK	Cameron Stadium 3 Concessions - Contents		$5,320.00		
3402 NW Gore Blvd, Lawton, OK	Cameron Stadium 3 Ticket Booths- Contents		$3,175.00		
3402 NW Gore Blvd, Lawton, OK	Cameron Stadium Fieldhouse Contents		$10,960.00	$14,500.00	
		$556,069,565.00	$118,736,170.00	$358,791.00	$14,586,715.00

Vehicle Schedule

School	Vehicle #	Year	Make	Model	Capcity	Serial #	ACV	Sec Camera	GPS
3-139	1	1984	GMC	1/2 Ton Pickup		1GTDC14H3ES517593			
18-151	2	1989	Chev	1/2 Ton Pickup		1GCDC14HXKZ178916			
20-153	3	1989	Chev	1/2 Ton Pickup		1GCDC14H9KZ179099			
21-154	4	1989	Chev	1/2 Ton Pickup		1GCDC14H4KZ179138			
49-182	5	1988	Chev	Crew Cab Pickup		1GCHR33N0JJ113055			
54-187	6	1981	Chevy	1 Ton Pickup		1GBHK34M7BJ108516			
70-302	7	1989	Chev	1/2 Ton Pickup		1GCDC14H6KZ180596			
13	9	1990	International	Bus	59	1HVBBNEPOLH272005		$1,800	
16	10	1990	International	Bus	59	1HVBBNEP4LH272007		$1,800	
22	11	1990	International	Bus	59	1HVBBNEP6LH272008		$1,800	
24	12	1990	International	Bus	59	1HVBBNEP5LH272002		$1,800	
42	13	1990	International	Bus	59	1HVBBNEP4LH272010		$1,800	
43	14	1990	International	Bus	59	1HVBBNEP6LH272011		$1,800	
64	15	1990	International	Bus	59	1HVBBNEP1LH272014		$1,800	
68	16	1990	International	Bus - No Video	59	1HVBBNEP3LH272015			
79	17	1990	International	Bus	59	1HVBBNEP2LH272023		$1,800	
80	18	1990	International	Bus	59	1HVBBNEP4LH272024		$1,800	
81	19	1990	International	Bus	59	1HVBBNEP6LH272025		$1,800	
82	20	1990	International	Bus	59	1HVBBNEP8LH272026		$1,800	
83	21	1990	International	Bus	59	1HVBBNEPXLH272027		$1,800	
84	22	1990	International	Bus	59	1HVBBNEP1LH272028		$1,800	
87	23	1990	International	Bus	59	1HVBBNEP1LH272031		$1,800	
270	24	2002	Chev	Bluebird Bus	53	1GBG7T1C42J508932		$1,800	
271	25	2002	Chev	Bluebird Bus	47	1GBG7T1C32J512535		$1,800	
132	26	2002	Chev	Bluebird Bus	53	1GBG7T1C22J508816		$1,800	
28-161	27	1995	International	Refrig. Truck		1HTSHAAR0SH612663			
33-166	28	1996	Ford	F150 Pickup		1FTEF15N7TNA24320			
9-145	29	1997	Ford	F800 Dump Truck		1FDWF80C2WVA16726			
251	30	1985	Bumper	Pull 5X12 Trailer		901109			
36-170	31	1997	Ford	F150 Pickup		1FTDF1762VKC90852			
2-138	32	1997	Ford	F150 Pickup		1FTDF1764VKC90853			
43-176	34	1997	Ford	F250 Pickup		3FTHF25H4VMA47810			
44-177	35	1997	Ford	F250 Pickup		3FTHF25H3VMA51539			
46-179	36	1997	Ford	F250 Pickup		3FTHF25HXVMA50419			
53-186	37	1997	Ford	F150 Pickup		1FTDF1720VKD58417			
38-172	38	1997	Ford	Ranger		1FTCR10A6VTA65085			

39-173	39	1997	Ford	F250 Pickup		3FTHF25G1VMA51496			
30	40	1998	International	Bluebird	72	1HVBBAAP6WH570805		$1,800	
35-168	41	1997	Ford	F150 Pickup		1FTEF17W8VKD66806			
48-181	42	1998	Ford	F150 Pickup		1FTZF1727WNA17246			
93	43	1998	International	BlueBird	72	1HVBBAAP4WH569748		$1,800	
108	44	1998	International	BlueBird	72	1HVBBAAP6WH569752		$1,800	
328	47	1999	Ford	F250 Econoline Van		1FTNE24L9XHA70812			
329	48	1999	Ford	F250 Econoline Van		1FTNE24L9XHA70809			
150	49	1999	Ford	F350 Crew Cab Pickup		1FTSW30S5XEE37225			
47	52	1999	International	3800 4X2 School Bus	71	1HVBBAAP8XH204815		$1,800	
92	53	1999	International	3800 4X2 School Bus	71	1HVBBAAP2XH204938		$1,800	
112	54	1999	International	3800 4X2 School Bus	71	1HVBBAAP4XH204939		$1,800	
91	55	1999	International	3800 4X2 School Bus	71	1HVBBAAP6XH204943		$1,800	
148	58	2000	Ford	F150 Pickup		1FTRF17L6YNB21108			
266	59	1978	Kinggoos	Concession Trailer		5819314			
267	60	1975	Waymatic	Concession Trailer		69754			
41	61	1996	International	3800 4X2 School Bus	65	1HVBBAAP3TH310390		$1,800	
27	62	1996	International	300S School Bus	65	1HVBBAAP7TH310389		$1,800	
1	63	1996	International	300S School Bus	65	1HVBBAAP1TH373486		$1,800	
38	64	1996	International	300S School Bus	65	1HVBBAAPXTH373485		$1,800	
49	65	2001	Freightliner	FS65 School Bus	65	4UZ3CFAA11CH38743		$1,800	
57	66	2001	Freightliner	FS65 School Bus	65	4UZ3CFAA31CH38744		$1,800	
136	67	2001	Ford	F350 Crew Cab Pickup		3FTSW30L31MA55737			
135	68	2001	Ford	F350 Crew Cab Pickup		3FTSW30S61MA55738			
118	69	2001	BlueBird	School Bus	47	1GBG7T1C1YJ527348		$1,800	
119	70	2001	BlueBird	School Bus	47	1GBG7T1C1YJ527124		$1,800	
137	71	2001	Ford	D253 Cargo Van (C)		1FTNE24LO1HA27404			
121	72	2001	Chev	BlueBird	53	1GBG7T1C9YJ527064		$1,800	
160	73	2000	Ford	E350 Cargo Van (C)		1FTSE34L9YHB67910			
163	74	2002	Freightliner	FL60 Truck-Tractor		1FVABPAL62HJ53734			
308	75	2004	Chev	C2500HD Pickup		1GCGC24U54Z204213			
309	76	2004	Chev	C2500HD Pickup		1GCGC24UX4Z166364			
312	77	2004	Chev	C2500HD Pickup		1GCGC24U14Z133690			
314	78	2004	Chev	C2500HD Pickup		1GCGC24U84Z167626			
28	79	2001	International	Bluebird Bus	65	1HVBBAAP51H398114			
Leased	80	2011	Dodge	Ram 3500		G570126/Liability Only			
Leased	81	2014	Dodge	Ram 2500		3345/Liability Only			

Leased	82	2011	Ford	Edge		75518/Liability Only			
TR05	83	2020	Cimarron	Lonestar Stock Trailer		5PASG2422LC012778	$20,414		
TR06	84	2020	Cimarron	Showstar Stock Trailer		5PASG2424LC012779	$24,163		
233	85	2006	Sundowner Bumper Pull	Sunlite 18' Trailer		13SAY182361AA6801			
46	86	1997	International	3000 Series Bus - No Video	65	1HVBBAAP4VH472953			
53	87	1997	International	3000 Series Bus - No Video	65	1HVBBAAP6VH472954			
183	88	2009	Ford	Pickup		1FTRX12V09KA73324	$16,650		
217	89	1995	Cargo Carrier	Trailer 18x6 (LHS Band Booster)		11WHC1828SW216816			
242	90	2010	Ford	F150 Pickup		1FTNF1CV5AKA57432	$15,674		
243	91	2010	Ford	F150 Pickup		1FTNF1CV9AKA57434	$15,674		
244	92	2010	Ford	F150 Pickup		1FTNF1CV3AKA57431	$15,674		
245	93	2010	Ford	F150 Pickup		1FTNF1CV1AKA57430	$15,674		
600	94	2011	Blue Bird	Bus	71	1BAKGCPH7BF277692	$70,433	$1,800	$450
601	95	2011	Blue Bird	Bus	71	1BAKGCPH9BF277693	$70,433	$1,800	$450
602	96	2011	Blue Bird	Bus	71	1BAKGCPH0BF277694	$70,433	$1,800	$450
603	97	2011	Blue Bird	Bus	71	1BAKGCPH2BF277695	$70,433	$1,800	$450
604	98	2011	Blue Bird	Bus	71	1BAKGCPH4BF277696	$70,433	$1,800	$450
605	99	2011	Blue Bird	Bus	71	1BAKGCPH6BF277697	$70,433	$1,800	$450
606	100	2011	Blue Bird	Bus	71	1BAKGCPH8BF277698	$70,433	$1,800	$450
607	101	2011	Blue Bird	Bus	71	1BAKGCPHXBF277699	$70,433	$1,800	$450
608	102	2011	Blue Bird	Bus	71	1BAKGCPH2BF277700	$70,433	$1,800	$450
609	103	2011	Blue Bird	Bus	71	1BAKGCPH4BF277701	$70,433	$1,800	$450
246	104	2002	Ford	Ranger		1FTYR10D82PB52801			
610	105	2011	International	CE Bus w/Lift	54	4DRBUAAN5BB375219	$81,553	$1,800	$450
615	106	2011	International	CE Passenger Bus	35	4DRBUAAN6BB375228	$73,536	$1,800	
611	107	2011	International	CE Bus w/Lift	54	4DRBUAAN1BB375220	$81,553	$1,800	$450
612	108	2011	International	CE Bus w/Lift	54	4DRBUAAN3BB375221	$81,553	$1,800	$450
613	109	2011	International	CE Bus w/Lift	54	4DRBUAAN5BB375222	$81,553	$1,800	$450
614	110	2011	International	CE Bus w/Lift	54	4DRBUAAN7BB375223	$81,553	$1,800	$450
616	111	2012	International	IC CE300	71	4DRBUAAN7CB672204	$74,285	$1,800	$450
617	112	2012	International	IC CE300	71	4DRBUAAN3CB672202	$74,285	$1,800	$450
618	113	2012	International	IC CE300	71	4DRBUAANXCB672200	$74,285	$1,800	$450
619	114	2012	International	IC CE300	71	4DRBUAAN5CB672203	$74,285	$1,800	$450
620	115	2012	International	IC CE300	71	4DRBUAAN1CB672201	$74,285	$1,800	$450
621	116	2012	International	IC CE300	71	4DRBUAAN5CB672198	$74,285	$1,800	$450
622	117	2012	International	IC CE300	71	4DRBUAAN7CB672199	$74,285	$1,800	$450
247	118	2012	Ford	F250		1FTBF2A68CEB08993	$20,672		
248	119	2012	Ford	F250		1FTBF2A6XCEB08994	$20,672		

623	120	2013	International	CE300 Bus	72	4DRBUAAN1DB155207	$74,285	$1,800	$450
624	121	2013	International	CE300 Bus	72	4DRBUAAN3DB155208	$74,285	$1,800	$450
625	122	2013	International	CE300Bus	72	4DRBUAAN5DB155209	$74,285	$1,800	$450
626	123	2013	Bluebird	BBCV Bus	71	1BAKGCPHXDF291427	$74,869	$1,800	$450
627	124	2013	Bluebird	BBCV Bus	71	1BAKGCPH1DF291428	$74,869	$1,800	$450
628	125	2013	Bluebird	BBCV Bus	71	1BAKGCPH3DF291429	$74,869	$1,800	$450
629	126	2013	Bluebird	BBCV Bus	71	1BAKGCPHXDF291430	$74,869	$1,800	$450
630	127	2013	Bluebird	BBCV Bus	71	1BAKGCPH1DF291431	$74,869	$1,800	$450
631	128	2013	Bluebird	BBCV Bus	71	1BAKGCPH3DF291432	$74,869	$1,800	$450
632	129	2013	Bluebird	Vision Bus	71	1BAKGCPH9DF296053	$74,864	$1,800	$450
633	130	2013	BlueBird	Vision Bus	71	1BAKGCPH9DF296054	$74,864	$1,800	$450
A001	131	2014	International	Activity Bus/Model PB30500	46	4DRBWAAR5EB494972	$140,418	$1,800	
A002	132	2014	International	Activity Bus/Model PB30500	46	4DRBWAAR3EB494971	$140,418	$1,800	
634	133	2014	International	CE300 Bus	71	4DRB4AAP8EB785163	$76,208	$1,800	$450
635	134	2014	International	CE300 Bus	71	4DRBUAAPXEB785164	$76,208	$1,800	$450
636	135	2014	International	CE300 Bus	71	4DRBUAAP3EB785166	$76,208	$1,800	$450
637	136	2014	International	CE300 Bus	71	4DRBUAAP7EB785168	$76,208	$1,800	$450
638	137	2014	International	CE300 Bus	71	4DRBUAAP5EB785167	$76,208	$1,800	$450
639	138	2014	International	CE300 Bus	71	4DRBUAAP1EB785165	$76,208	$1,800	$450
A003	139	2014	Bluebird	Diesel Activity Bus	46	1BABNBCA3FF306426	$146,862	$1,800	$450
A004	140	2014	Bluebird	Diesel Activity Bus	46	1BABNBCA5FF306427	$146,862	$1,800	$450
640	141	2015	Thomas	Diesel School Bus w/Lift	48	4UZABRDU9FCGH5783	$88,664	$1,800	$450
641	142	2015	Thomas	Diesel School Bus w/Lift	48	4UZABRDU2FCGH5785	$88,664	$1,800	$450
642	143	2015	Thomas	Diesel School Bus w/Lift	48	4UZABRDU0FCGH5784	$88,664	$1,800	$450
643	144	2015	Thomas	Diesel School Bus w/Lift	48	4UZABRDU4FCGH5786	$88,664	$1,800	$450
644	145	2015	Thomas	Diesel School Bus w/Lift	48	4UZABRDU6FCGH5787	$88,664	$1,800	$450
645	146	2015	Thomas	Diesel School Bus	53	4UZABRDU5FCGH5778	$73,453	$1,800	$450
646	147	2015	Thomas	Diesel School Bus	53	4UZABRDU3FCGH5777	$73,453	$1,800	$450
647	148	2015	Thomas	Diesel School Bus	53	4UZABRDU7FCGH5779	$73,453	$1,800	$450
648	159	2015	Thomas	Diesel School Bus	53	4UZABRDU3FCGH5780	$73,453	$1,800	$450
649	150	2015	Thomas	Diesel School Bus	71	4UZABRDU5FCGH5781	$76,289	$1,800	$450
650	151	2015	Thomas	Diesel School Bus	71	4UZABRDU7FCGH5782	$76,289	$1,800	$450
	152	2000	S&H 16' Trailer	MHS Band Trailer		140KB12D6YA039623	$4,000		
	153	2007	Pace 24' Trailer	MHS Band Trailer		47ZWB242X6X043034	$7,000		
656	154	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH8FF309989	$77,989	$1,800	$450
653	155	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH4FF309990	$77,989	$1,800	$450
655	156	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH6FF309991	$77,989	$1,800	$450
659	157	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH8FF309992	$77,989	$1,800	$450
658	158	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPHXFF309993	$77,989	$1,800	$450

657	159	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH1FF309994	$77,989	$1,800	$450
652	160	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH3FF309995	$77,989	$1,800	$450
651	161	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH5FF309996	$77,989	$1,800	$450
654	162	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH7FF309997	$77,989	$1,800	$450
663	163	2015	Blue Bird	Bus 71 Passenger	71	1BAKGCPH1FF310000	$77,239	$1,800	$450
662	164	2015	BlueBird	Bus 71 Passenger	71	1BAKGCPH5FF310002	$77,239	$1,800	$450
661	165	2015	BlueBird	Bus 71 Passenger	71	1BAKGCPH7FF310003	$77,239	$1,800	$450
660	166	2015	Bluebird	Bus 71 Passenger	71	1BAKGCPH9FF310004	$77,239	$1,800	$450
359	167	2015	Ford	Transit/Instruct Media Van		1FTNR2XM3FKB05855	$26,925		
360	168	2015	Ford	Transit/Instruct Media Van		1FTNR2XM5FKB05856	$26,925		
346	169	2015	Ford	F150 Pickup		1FTEWICF9FFC15683	$24,839		
347	170	2015	Ford	F150 Pickup		1FTEWICF0FFC15684	$24,839		
348	171	2015	Ford	F350 1 Ton Pickup		1FT8W3A64GEA52699	$27,714		
349	172	2015	Ford	F350 1 Ton Pickup		1FT8W3A67GEA59579	$27,714		
TR01	173	2015	Texoma	18ft Flatbed Trailer		JT81777TXEKRAC629	$3,250		
TR02	174	2015	Texoma	18ft Flatbed Trailer		JT81777TXEKRAC630	$3,250		
TR03	175	2015	Texoma	18ft Flatbed Trailer		JT81777TXEKRAC631	$3,250		
A006	176	2016	Thomas	46 Pass Activity Bus/Model SB		1T7Y84E23G1094489	$145,282	$1,800	$450
A005	177	2016	Thomas	46 Pass Activity Bus/Model SB		1T7Y84E21G1094488	$145,282	$1,800	$450
344	178	2012	Dodge	Charger/Police Veh w/$400 Light		2C3CDXAT4CH205277	$15,400		
664	179	2015	Bluebird	Bus 71 Passenger		1BAKGCPH4FF310055	$77,899	$1,800	$450
665	180	2015	Bluebird	Bus 53 Passenger		1BAKCCPH9FF309978	$75,927	$1,800	$450
666	181	2015	Bluebird	Bus 53 Passenger		1BAKCCPH0FF309979	$75,927	$1,800	$450
350	182	2016	Ford	F350 Pickup		1FT8W3A6XGEA72746	$27,714		
V001	183	2015	Dodge	Grand Caravan/Transit Van		2C4RDGBG4FR713724	$22,443		
V002	184	2015	Dodge	Grand Caravan/Transit Van		2C4RDGBG6FR713725	$22,443		
V003	185	2015	Dodge	Grand Caravan/Transit Van		2C4RDGBG1FR724468	$22,443		
V004	186	2015	Dodge	Grand Caravan/Transit Van		2C4RDGBG5FR724554	$22,443		
V005	187	2015	Dodge	Grand Caravan/Transit Van		2C4RDGBG2FR747502	$22,443		
V006	188	2015	Dodge	Grand Caravan/Transit Van		2C4RDGBG6FR748846	$22,443		
351	189	2015	Ford	F550 Bucket Truck		1FDUF5GT8FEA14278	$89,048		
264	190	2016	Ford	SVG F550 Refrigerated Truck		1FDUF5GT2GEA84683	$71,833		
667	191	2016	Bluebird	Bus 53 Passenger		1BAKCCPHOGF321907	$77,851	$1,800	$450
668	192	2016	Bluebird	Bus 53 Passenger		1BAKCCPH5GF324236	$77,851	$1,800	$450
669	193	2016	Bluebird	Bus 53 Passenger		1BAKCCPH7GF324237	$77,851	$1,800	$450
670	194	2017	Thomas	Bus 48 Passenger w/Lift		4UZABRDU2HCHN6633	$93,360	$1,800	$450
671	195	2017	Thomas	Bus 48 Passenger w/Lift		4UZABRDU4HCHN6634	$93,360	$1,800	$450
M001	196	2016	Ford	Econoline/Mini Van		1FDFE4FS5GDC07364	$54,972		
M002	197	2016	Ford	Econoline/Mini Van		1FDFE4FS1GDC07362	$54,972		
M003	198	2016	Ford	Econoline/Mini Van		1FDFE4FS9GDC07366	$54,972		
M004	199	2016	Ford	Econoline/Mini Van		1FDFE4FS3GDC07363	$54,972		
M005	200	2016	Ford	Econoline/Mini Van		1FDFE4FS7GDC07365	$54,972		

672	201	2016	Bluebird	71 Passenger Bus		1BAKGCPH6HF325580	$79,473	$1,800	$450
673	202	2016	Bluebird	71 Passenger Bus		1BAKGCPHXHF325579	$79,473	$1,800	$450
674	203	2016	Bluebird	71 Passenger Bus		1BAKGCPH8HF325578	$79,473	$1,800	$450
362	204	2014	Dodge	Charger/Police Veh w/$400 Light		2C3CDXKT8EH288441	$19,400		
361	205	2014	Dodge	Charger/Police Veh w/$400 Light		2C3CDXAT4EH279124	$19,400		
679	206	2017	Thomas Freightliner	Bus 71 Passenger		4UZABRDU1HCHS5809	$77,617	$1,800	$450
678	207	2017	Thomas Freightliner	Bus 71 Passenger		4UZABRDUXHCHS5811	$77,617	$1,800	$450
677	208	2017	Thomas Freightliner	Bus 71 Passenger		4UZABRDU8HCHS5810	$77,617	$1,800	$450
676	209	2017	Thomas Freightliner	Bus 71 Passenger		4UZABRDU8HCHS6066	$77,617	$1,800	$450
675	210	2017	Thomas Freightliner	Bus 71 Passenger		4UZABRDUXHCHS6067	$77,617	$1,800	$450
680	211	2015	Bluebird	53 Passenger Lift Bus		1BAKCCPH4FF306423	$88,255	$1,800	$450
681	212	2018	Bluebird	53 Passenger Lift Bus		1BAKCCPH2JF336688	$94,776	$1,800	$450
M006	213	2016	Ford	14 Passenger Bus		1FDFE4FS6GDC05753	$55,679	$1,800	
M007	214	2016	Ford	14 Passenger Bus		1FDFE4FS8GDC05754	$55,679	$1,800	
72-304	215	1989	Chevrolet	1/2 T Pickup		1GCDC14H9KZ182150			
682	216	2018	Bluebird	71 Passenger Bus		1BAKGCPHXJF337379	$77,135	$1,800	$450
683	217	2018	Bluebird	71 Passenger Bus		1BAKGCPH6JF337380	$77,135	$1,800	$450
684	218	2018	Bluebird	71 Passenger Bus		1BAKGCPH1JF337383	$77,135	$1,800	$450
685	219	2018	Bluebird	71 Passenger Bus		1BAKGCPH8JF337381	$77,135	$1,800	$450
686	220	2018	Bluebird	71 Passenger Bus		1BAKGCPH8JF337382	$77,135	$1,800	$450
687	221	2018	Bluebird	71 Passenger Bus		1BAKGCPH3JF337384	$77,135	$1,800	$450
688	222	2018	Bluebird	71 Passenger Bus		1BAKGCPH5JF337385	$77,135	$1,800	$450
363	223	2013	Ford	Explorer Interceptor w/$400 Light		1FM5K8AR8DGA89904	$11,400		
364	224	2013	Ford	Interceptor Sedan w/$400 Light		1FAHP2M84DG150710	$9,900		
689	225	2018	Bluebird	71 Passenger Bus		1BAKGCSH7JF345169	$76,383	$1,800	$450
690	226	2018	Bluebird	71 Passenger Bus		1BAKGCSH7JF345172	$76,383	$1,800	$450
691	227	2018	Bluebird	71 Passenger Bus		1BAKGCSH9JF345173	$76,383	$1,800	$450
692	228	2018	Bluebird	71 Passenger Bus		1BAKGCSH3JF345170	$76,383	$1,800	$450
693	229	2018	Bluebird	71 Passenger Bus		1BAKGCSH1JF345166	$76,383	$1,800	$450
694	230	2018	Bluebird	71 Passenger Bus		1BAKGCSH5JF345171	$76,383	$1,800	$450
695	231	2018	BlueBird	71 Passenger Bus		1BAKGCSH5JF345168	$76,383	$1,800	$450
696	232	2018	Bluebird	71 Passenger Bus		1BAKGCSH3JF345167	$76,383	$1,800	$450
	233	2015	Kaufman	Flatbed Trailer		5SHFH2336FB001238	$5,990		
69-301	234	1989	Chevrolet	1/2 T Pickup		1GCDC14H4K180211			
143-7	235	1998	Chevrolet	Crew Cab Pickup		IGCGC33R7WF056010			
156-23	236	1989	Chevrolet	1/2 T Pickup		1GCDC14H3KZ179843			
	237		Model WS58HD	5X12 Cargo Trailer-EHS Athletic		47ZFB08185X037754	$1,300		

697	238	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH5KF352591	$77,707	$1,800	$450
699	239	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH0KF352594	$77,707	$1,800	$450
700	240	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH5KF352588	$77,707	$1,800	$450
701	241	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH4KF352596	$77,707	$1,800	$450
702	242	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH3KF352587	$77,707	$1,800	$450
703	243	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH3KF352590	$77,707	$1,800	$450
698	244	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH7KF352589	$77,707	$1,800	$450
704	245	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH7KF352592	$77,707	$1,800	$450
705	246	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH0KF352593	$77,707	$1,800	$450
706	247	2019	Bluebird Vision	71 Passenger Bus		1BAKGCSH2KF352595	$77,707	$1,800	$450
707	248	2019	Bluebird w/Storage&AC	71 Passenger Bus		1BAKGCSH1KF348022	$87,226	$1,800	$450
708	249	2019	Bluebird w/Lift	53 Passenger Lift Bus		1BAKCCSH5KF356877	$95,952	$1,800	$450
709	250	2019	Bluebird w/Lift	53 Passenger Lift Bus		1BAKCCSH9KF356879	$95,952	$1,800	$450
710	251	2019	Bluebird w/Lift	53 Passenger Lift Bus		1BAKCCSH7KF356878	$95,952	$1,800	$450
711	252	2019	Bluebird w/Lift	53 Passenger Lift Bus		1BAKCCSH3KF356876	$95,952	$1,800	$450
365	253	2016	Ford Explorer	Interceptor SUV w/Lights,Etc		1FM5K8AR2GGB88707	$23,000		
366	254	2017	Ford Explorer	Interceptor SUV w/Lights,Etc		1FM5K8AR7HGS58240	$26,000		
367	255	2017	Ford Explorer	Interceptor SUV w/Lights,Etc		1FM5K8AR8HGE02178	$26,000		
368	256	2017	Ford Explorer	Interceptor SUV w/Lights,Etc		1FM5K8AR2HGB65167	$26,000		
Leased	257	2018	Ram	2500 Crew Cab PU		#JG329075 (Liability Only)			
TR04	258	2018	Sundowner	Sunlite Model Stock Trailer		13SKJ3228J1KB5129	$23,995		
712	259	2020	Bluebird	71 Passenger Bus		1BAKGCSH2LF366269	$80,995	$1,800	450
713	260	2020	Bluebird	71 Passenger Bus		1BAKGCSH2LF366272	$80,995	$1,800	450
714	261	2020	Bluebird	71 Passenger Bus		1BAKGCSHOLF366268	$80,995	$1,800	450
715	262	2020	Bluebird	71 Passenger Bus		1BAKGCSH9LF366270	$80,995	$1,800	450
716	263	2020	Bluebird	71 Passenger Bus		1BAKGCSHOLF366271	$80,995	$1,800	450
718	264	2021	Bluebird	53 Passenger Lift Bus		1BAKCCEH8MF369184	$93,807	$1,800	450
717	265	2021	Bluebird	53 Passenger Lift Bus		1BAKCCEHXMF369185	$93,807	$1,800	450
265	266	2019	Ford 260	F6DE Refrigerated Truck		1FDNF6DC8KDF03052	$114,117		
324	267	2020	Ram	ProMaster Van		3C6TRVDG0LE107902	$36,507		
325	268	2020	Ram	ProMaster Van		3C6TRVDG0LE110699	$36,507		
	269	2018	Ford	F150 Pickup		1FTMF1CB7JKD68037	$19,284		
	270	2018	Ford	F150 Pickup		1FTMF1CB5JFC01071	$19,285		
	271	2018	Ford	F150 Pickup		1FTMF1CB6JKF55530	$19,285		
			Total				**$11,708,839**	**$288,000**	**54,900**

Computer Equipment/EDP Schedule

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LPS - EDP Value Summary for Renewal 20-21:

EDP By School Location	$	10,107,048.73
Meraki Items Bought with E-Rate Money	$	1,496,044.32
Media/Tech Center Office/Basement	$	11,112.00
Media/Print Shop	$	133,569.00
Media/Tech Repair Dept	$	29,525.00
Media/Computer Lab	$	25,353.00
Media/Network Room	$	411,302.00
Media/Studio	$	110,912.00
Media/Information Systems (SMS Group)	$	17,859.00
Energy Mgmt System (5 Locations)	$	2,243,990.00
	$	14,586,715.05

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School	4/24/2020 Laptops	Clickers	Elmo	Smartboards	DVR	Access Points	Catalyst	Infocus	Computers	Chromebooks	Stem Grant 16-17	Voip Phones	Totals
Adams Elementary	$101,943.76		$18,944.69	$15,062.70	$975.61	$420.10	$2,875.00	$7,601.15	$8,048.28			$3,640.00	$159,711.29
Almor West Elementary	$38,458.80	$1,950.05	$10,022.16	$24,925.00	$5,000.00	$934.94	$10,785.00	$10,331.81	$23,209.28			$5,180.00	$130,797.05
Business Operations	$41,304.92		$5,040.15			$420.10	$2,296.00	$9,458.39	$60,288.61				$119,008.17
Carriage Hills Elementary	$52,473.95	$1,220.00	$7,922.00	$8,965.00	$975.61	$540.00	$15,956.00	$13,208.72	$38,881.60			$4,340.00	$144,482.88
Central Middle School	$480,824.80	$4,770.00	$32,219.52	$62,507.18	$10,000.00	$1,736.32	$58,333.60	$48,942.25	$144,477.03	$130,050.00	$1,685.64	$12,600.00	$987,646.34
Cleveland Elementary	$152,791.52		$14,261.88	$22,096.40	$5,000.00	$960.10	$3,295.10	$14,616.70	$58,217.30			$4,480.00	$275,719.00
Crosby Park Elementary	$53,197.28		$11,912.99	$4,564.02		$934.94	$15,598.50	$10,823.16	$7,217.28			$4,620.00	$108,868.17
District/OB	$3,413.80						$3,443.68	$13,645.75	$486,637.75				$507,140.98
Douglas Learning Center	$119,479.02		$2,495.00		$5,800.00	$250.00	$5,796.00	$16,553.44	$41,623.32				$191,996.78
Douglass PD and SCV CTR	$716.00											$8,120.00	$8,836.00
Edison Elementary	$238,122.22		$16,683.97	$30,810.68	$1,188.00	$3,066.20	$12,741.00	$15,375.03	$6,129.60			$5,320.00	$329,436.70
Eisenhower Elementary	$164,315.59	$16,164.98	$15,823.95	$23,231.36	$1,393.00	$2,477.10	$25,403.36	$10,471.66	$16,706.28			$5,320.00	$281,207.28
Eisenhower High School	$201,496.91	$1,712.00	$13,948.00	$7,084.00	$15,939.00	$2,351.70	$33,936.00	$49,027.30	$92,267.24	$123,150.00	$2,528.46	$18,900.00	$562,340.11
Eisenhower Middle School	$160,252.17		$20,842.99	$2,206.00		$2,615.34	$43,033.60	$32,284.15	$88,360.22	$130,050.00	$842.82	$12,800.00	$493,287.29
Freedom Elementary	$92,471.98		$32,361.77	$66,548.00		$7,975.53	$58,978.30	$45,968.45	$41,762.00			$14,420.00	$361,486.03
Hugh Bish Elementary	$77,027.38		$11,787.92	$20,342.34	$975.61	$540.00	$18,116.00	$11,611.54	$11,381.60			$5,320.00	$157,102.39
Instructional/Media Technology	$492,205.83		$29,001.93	$6,216.34	$35,690.78	$19,879.32	$51,550.24	$67,138.09	$290,613.92			$5,320.00	$997,616.45
Lawton High School	$307,435.67	$62,869.40	$36,508.27	$16,153.34	$2,666.66	$3,172.12	$49,193.18	$50,130.75	$120,111.68	$130,050.00	$5,056.92	$18,760.00	$802,107.99
Learning Tree Academy	$22,552.83		$545.00	$26,605.00		$540.00	$15,241.00	$6,711.74	$37,224.96			$3,780.00	$113,200.53
Lincoln Elementary	$127,035.22		$13,492.36	$28,179.00	$975.61		$6,660.00	$9,697.37	$31,541.00			$4,480.00	$222,055.56
MacArthur High School	$159,799.25	$7,999.97	$11,771.97	$1,290.00		$815.04	$35,331.00	$40,122.77	$66,568.27	$130,050.00	$2,528.46	$15,260.00	$466,516.73
MacArthur Middle School	$134,695.13									$138,720.00	$842.82	$10,920.00	$285,177.95
Pat Henry Elementary	$304,498.84	$2,462.18	$19,431.75	$60,729.20	$9,950.00	$540.00	$2,875.00	$19,991.74	$50,764.28			$7,700.00	$478,942.99
Pioneer Park Elementary	$28,408.04		$14,845.62	$78,466.00	$5,000.00	$540.00	$18,473.50	$11,135.35	$36,143.92			$5,180.00	$148,192.63
Ridgecrest Elementary	$517,504.05	$5,123.00	$39,538.81	$43,563.64	$533.33	$1,842.00	$2,875.00	$16,298.37	$30,874.00			$7,000.00	$673,652.20
Sullivan Village Elementary	$33,869.87		$7,911.31	$25,313.68	$975.61	$540.00	$23,412.04	$12,053.89	$18,901.92			$5,320.00	$128,298.32
Tomlinson Middle School	$180,901.13	$25,322.00	$24,136.83	$59,293.70	$10,000.00		$20,429.50	$29,127.32	$140,034.32			$13,300.00	$502,539.80
Transportation Center	$1,634.50					$225.00		$837.00	$5,141.00			$1,960.00	$9,797.50
Warehouse Maintenence & Oper.	$1,180.00				$5,000.00				$14,197.00			$2,800.00	$23,177.00
Washington Elementary	$121,986.82		$7,279.18	$12,093.70	$975.61	$540.00	$2,875.00	$11,904.32	$22,877.28			$3,360.00	$183,891.91
Whittier Elementary	$27,762.15		$7,890.00	$18,998.68	$1,188.00	$934.94	$10,785.00	$8,587.84	$14,926.28			$3,920.00	$94,992.89
Woodland Hills Elementary	$50,385.88		$10,299.98	$25,902.02	$975.61	$934.94	$19,383.50	$11,735.65	$32,604.24			$5,600.00	$157,821.82
Totals	$4,490,245.31	$134,093.58	$436,920.20	$641,146.98	$121,178.04	$55,725.23	$570,451.10	$605,561.71	$2,046,231.46	$782,070.00	$13,485.12		$10,107,048.73

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MakeF28AA8:F28	Model	Departmeni	Quantity	$ EA	Value
APC	UPS 3000 XLT	Network	1	$ 2,200.00	2,200.00
APC	UPS RT 5000 + 1 Battery	Network	1	$ 3,799.00	3,799.00
Cisco	6509 Core Router	Network	1	$ 78,500.00	78,500.00
Cisco	5508 Wireless Controller	Network	1	$ 3,000.00	3,000.00
Cisco	Meraki Controller MX600	Network	1	$ 22,065.00	22,065.00
Cyberpower	UPS OL100RTXL2U	Network	3	$ 545.00	1,635.00
Cyberpower	UPS OR2200	Network	3	$ 649.00	1,947.00
Cyberpower	UPS OR2200 PFCRT2UP	Network	1	$ 549.00	549.00
Cyberpower	UPS PR5000LCDRTXL5U	Network	1	$ 2,385.00	2,385.00
Dell	Poweredge 220	Network	2	$ 4,000.00	8,000.00
Dell	Compellent SC200	Network	1	$ 10,430.00	10,430.00
Dell	SC420 10 GB	Network	1	$ 39,965.00	39,965.00
Dell	Poweredge FX	Network	1	$ 5,988.00	5,988.00
	Power edge FN410S	Network	2	$ 1,229.00	2,458.00
Dell	Poweredge FC630	Network	3	$ 6,892.00	20,676.00
Dell	Switch N4032F	Network	2	$ 7,466.00	14,932.00
Dell	Poweredge 1950	Network	1	$ 1,000.00	1,000.00
Dell	Poweredge 2950	Network	11	$ 3,250.00	35,750.00
Dell	Poweredge R710	Network	3	$ 3,000.00	9,000.00
Dell	Poweredge 320	Network	1	$ 1,078.00	1,078.00
Dell	Poweredge 850	Network	2	$ 400.00	800.00
Dell	Poweredge 6850	Network	1	$ 600.00	600.00
HP	Proliant DL380 G7	Network	1	$ 1,908.00	1,908.00
HP	Proliant DL380P Gen B	Network	2	$ 3,000.00	6,000.00
Load Master	2400	Network	1	$ 100.00	100.00
Mid Atlantic Power	PD915R	Network	1	$ 125.00	125.00
Misc	19" Flat Screen Monitors	Network	8	$ 139.00	1,112.00
Misc	Server Racks	Network	5	$ 250.00	1,250.00
Net Director	16 Port Console KVM SW	Network	4	$ 1,600.00	6,400.00
Smoothwall	S14 Appliance	Network	3	$ 31,000.00	93,000.00
Sophos	Anti-Virus Appliance	Network	1	$ 300.00	300.00
Metrotel	Metrotel	Network	1	$ 3,000.00	3,000.00
Supermicro	X9DRL-3F/IF	Network	1	$ 1,500.00	1,500.00
Supermicro	X9DRI-LN4+	Network	2	$ 2,000.00	4,000.00
HP	Storageworks Ultrium 448 SAS	Network	1	$ 700.00	700.00
Dell	Poweredge 610	Network	1	$ 600.00	600.00
Supermicro	X9DBU	Network	6	$ 2,500.00	15,000.00
HP	Proliant DL 360 Gen 9	Network	2	$ 1,800.00	3,600.00
Dell	Power Connect SW 6624	Network	1	$ 200.00	200.00
Cisco	Catalyst 3560G	Network	1	$ 450.00	450.00
Cisco	Catalyst 3750X	Network	1	$ 1,600.00	1,600.00
Juniper	EX3300	Network	1	$ 1,200.00	1,200.00
Juniper	SRX550	Network	1	$ 2,000.00	2,000.00
Dell	Poweredge 290c	Network	1	$ 500.00	500.00
				Total	$ 411,302.00

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4/24/2020	MI	$ 870.50	MI	$ 842.82	MI	$ 1,619.90	MI	$ 2,836.70	RC	$ 444.69	MI	$ 706.00	MR42	
Almor West	5	$ 4,352.50	13	$ 10,956.66	4	$ 6,479.60	4	$ 11,346.80	2	$ 889.38		$ -	3 - crate 3	
Carriage Hills	5	$ 4,352.50	13	$ 10,956.66	6	$ 9,719.40	4	$ 11,346.80	2	$ 889.38		$ -	2 - crate 3	
Cleveland	--	$ -	14	$ 11,799.48	5	$ 8,099.50	3	$ 8,510.10	--	$ -		$ -		
Crosby Park	5	$ 4,352.50	14	$ 11,799.48	4	$ 6,479.60	5	$ 14,183.50	3	$ 1,334.07	1	$ 706.00		
Edison	--	$ -	17	$ 14,327.94	2	$ 3,239.80	4	$ 11,346.80	--	$ -		$ -	2 - crate 3	
Eisenhower Elementary	6	$ 5,223.00	18	$ 15,170.76	4	$ 6,479.60	3	$ 8,510.10	--	$ -		$ -	2 - crate 3	
Freedom	18	$ 15,669.00	54	$ 45,512.28	11	$ 17,818.90	20	$ 56,734.00	10	$ 4,446.90		$ -		
Hugh Bish	5	$ 4,352.50	11	$ 9,271.02	6	$ 9,719.40	4	$ 11,346.80	4	$ 1,778.76		$ -		
John Adams	--	$ -	11	$ 9,271.02	3	$ 4,859.70	2	$ 5,673.40		$ -		$ -	2 - crate 3	
Lincoln	--	$ -	26	$ 21,913.32	4	$ 6,479.60	2	$ 5,673.40	--	$ -		$ -	2 - crate 3	
Learning Tree	2	$ 1,741.00	4	$ 3,371.28	2	$ 3,239.80	5	$ 14,183.50	4	$ 1,778.76		$ -		
Pat Henry	--	$ -	24	$ 20,227.68	6	$ 9,719.40	4	$ 11,346.80	--	$ -		$ -		
Pioneer Park	5	$ 4,352.50	16	$ 13,485.12	6	$ 9,719.40	6	$ 17,020.20	3	$ 1,334.07		$ -		
Ridgecrest	--	$ -	20	$ 16,856.40	5	$ 8,099.50	3	$ 8,510.10	--	$ -		$ -	2 - crate 3	
Sullivan Village	5	$ 4,352.50	19	$ 16,013.58	5	$ 8,099.50	5	$ 14,183.50	2	$ 889.38		$ -	3 - crate 3	
Washington	--	$ -	14	$ 11,799.48	6	$ 9,719.40	--	$ -	--	$ -		$ -		
Woodland Hills	5	$ 4,352.50	19	$ 16,013.58	4	$ 6,479.60	6	$ 17,020.20	3	$ 1,334.07		$ -	2 - crate 3	
Whittier	5	$ 4,352.50	10	$ 8,428.20	6	$ 9,719.40	2	$ 5,673.40	2	$ 889.38		$ -	2 - crate 3	
Central Middle *	11	$ 9,575.50	56	$ 47,197.92	10	$ 16,199.00	6	$ 17,020.20	3	$ 1,334.07		$ -		
Eisenhower Middle **	9	$ 7,834.50	40	$ 33,712.80	8	$ 12,959.20	12	$ 34,040.40	8	$ 3,557.52		$ -		
MacArthur Middle ***	10	$ 8,705.00	29	$ 24,441.78	12	$ 19,438.80	7	$ 19,856.90	4	$ 1,778.76		$ -		
Tomlinson Middle	26	$ 22,633.00	34	$ 28,655.88	2	$ 3,239.80	4	$ 11,346.80	--	$ -		$ -		
Eisenhower High ****	10	$ 8,705.00	80	$ 67,425.60	10	$ 16,199.00	12	$ 34,040.40	8	$ 3,557.52		$ -	19 - crate 3	
Lawton High *****	12	$ 10,446.00	88	$ 74,168.16	15	$ 24,298.50	19	$ 53,897.30	10	$ 4,446.90		$ -	30 - crate 3	
MacArthur High ******	10	$ 8,705.00	71	$ 59,840.22	10	$ 16,199.00	14	$ 39,713.80	8	$ 3,557.52		$ -	20 - crate 3	
		$ -		$ -		$ -		$ -		$ -		$ -		
McMahon Tech Center	--	$ -	20	$ 16,856.40	1	$ 1,619.90	1	$ 2,836.70	--	$ -	1	$ 706.00		
Maintenance	--	$ -	--	$ -	--	$ -	--	$ -	--	$ -	1	$ 706.00		
Shoemaker	--	$ -	4	$ 3,371.28	--	$ -	1	$ 2,836.70	--	$ -	1	$ 706.00		
		$ -		$ -		$ -		$ -		$ -		$ -		
Lance Gibbs		$ -		$ -		$ -		$ -		$ -		$ -		
		$ 134,057.00		$ 622,843.98		$ 254,324.30		$ 448,198.60		$ 33,796.44		$ 2,824.00		$ 1,496,044.32

* Doesn't include 2ea MR42 from Stem Grant 1617
** Doesn't include 1ea MR42 from Stem Grant 1617
*** Doesn't include 1ea MR42 from Stem Grant 1617
**** Doesn't include 3ea MR42 from Stem Grant 1617
***** Doesn't include 6ea MR42 from Stem Grant 1617
****** Doesn't include 3ea MR42 from Stem Grant 1617 or 1ea from McMahon Grant

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Tech Repair Department 2020

Equipment	Department	Quantity	$ ea	Value
19" Flat Panel Monitor	Tech	25	$ 165.00	$ 4,125.00
22" Flat Panel Monitor	Tech	6	$ 200.00	$ 1,200.00
Keyboard and Mice	Tech	10	$ 28.00	$ 280.00
Laptop Dell 2100	Tech	3	$ 450.00	$ 1,350.00
Infocus Projectors IN5105	Tech	6	$2,500.00	$ 15,000.00
Dymo LabelWriter 330	Tech	2	$ 60.00	$ 120.00
Dell Desktop 3040	Tech	14	$ 500.00	$ 7,000.00
HP Color Laserjet	Tech	1	$ 450.00	$ 450.00
				$ 29,525.00

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Print Shop Department 2020

Equipment	Department	Quantity	$ ea	Value
22" Flat Panel Monitor	Print Shop	3	$ 175.00	$ 525.00
iMac Computer	Print Shop	1	$ 750.00	$ 750.00
Computer Keyboard and Mice	Print Shop	3	$ 28.00	$ 84.00
Dell Laptop 6400	Print Shop	1	$ 1,000.00	$ 1,000.00
Symbolic Desktop Computer	Print Shop	3	$ 750.00	$ 2,250.00
Destroy IT Shredder	Print Shop	1	$ 900.00	$ 900.00
Electric Punch	Print Shop	1	$ 800.00	$ 800.00
Dymo LabelWriter 330	Print Shop	3	$ 60.00	$ 180.00
HP Printer 1536dnf	Print Shop	1	$ 400.00	$ 400.00
Xerox VeraLink B405	Print Shop	1	$ 880.00	$ 880.00
Xerox Versant 80 Press	Print Shop	1	$24,000.00	$ 24,000.00
Xerox Nuvera 144 EA	Print Shop	1	$30,000.00	$ 30,000.00
Pitney Bowes DA80F	Print Shop	1	$ 3,000.00	$ 3,000.00
Pitney Bowes Relay 4500	Print Shop	1	$18,000.00	$ 18,000.00
Rhin-o-tuff Coil Binder Roller HD4170	Print Shop	1	$ 1,400.00	$ 1,400.00
Rhin-o-tuff Punch OD-4012	Print Shop	1	$ 4,000.00	$ 4,000.00
Dell Laptop Z Book	Print Shop	1	$ 1,500.00	$ 1,500.00
Plockmatic	Print Shop	1	$15,000.00	$ 15,000.00
PBS-Plastic Binding System	Print Shop	1	$14,900.00	$ 14,900.00
Xerox D125	Print Shop	1	$14,000.00	$ 14,000.00
				$ 133,569.00

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Office/Basement Department 2020

Equipment	Department	Quantity	$ ea	Value
19" Flat Panel Monitor	Office/Basement	7	$ 165.00	$ 1,155.00
Computer Keyboard and Mice	Office/Basement	4	$ 28.00	$ 112.00
Symbolic Desktop Computer	Office/Basement	4	$ 750.00	$ 3,000.00
Dell Laser Printer	Office/Basement	1	$ 800.00	$ 800.00
Dymo LabelWriter 330	Office/Basement	2	$ 60.00	$ 120.00
HP Printer 2055DN	Office/Basement	1	$ 550.00	$ 550.00
UPS Battery Backup	Office/Basement	3	$ 125.00	$ 375.00
27" iMac Computer	Office/Basement	1	$ 5,000.00	$ 5,000.00
				$11,112.00

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Tech Department 2020

Equipment	Department	Quantity	$ ea	Value
19" Flat Panel Monitor	Tech	31	$ 165.00	$ 5,115.00
Computer Keyboard and Mice	Tech	31	$ 28.00	$ 868.00
HP Chromebox G2	Tech	30	$ 265.00	$ 7,950.00
3 User N-Computing Devices	Tech	10	$ 325.00	$ 3,250.00
Server to run N-Computing	Tech	2	$ 925.00	$ 1,850.00
Infocus Projector	Tech	2	$ 410.00	$ 820.00
Symbolic Desktop Computer	Tech	1	$ 700.00	$ 700.00
Projector Screen Motorized	Tech	1	$ 800.00	$ 800.00
Newline TruTouch	Tech	1	$4,000.00	$ 4,000.00
				$25,353.00

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Information Systems 2020

Equipment	Department	Quantity	$ ea	Value
22" Flat Panel Monitor	Info Sys	19	$ 165.00	$ 3,135.00
Computer Keyboard and Mice	Info Sys	8	$ 28.00	$ 224.00
Symbolic Desktop Computer	Info Sys	9	$ 750.00	$ 6,750.00
HP Laserjet CP2025	Info Sys	1	$ 350.00	$ 350.00
HP LaserJet Pro	Info Sys	1	$ 400.00	$ 400.00
Dell Precision 7520	Info Sys	5	$ 1,400.00	$ 7,000.00
				$17,859.00

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Studio Department 2020

Equipment	Department	Quantity	$ ea	Value
19" Flat Panel Monitor	Studio	6	$ 165.00	$ 990.00
Computer Keyboard and Mice	Studio	2	$ 28.00	$ 56.00
Symbolic Desktop Computer	Studio	2	$ 750.00	$ 1,500.00
Macbook Pro Laptop	Studio	1	$ 2,000.00	$ 2,000.00
iMac Desktop Computer	Studio	2	$ 2,500.00	$ 5,000.00
UPS Backup	Studio	2	$ 260.00	$ 520.00
HDD/DVD Player	Studio	2	$ 200.00	$ 400.00
CD Duplicators	Studio	4	$ 850.00	$ 3,400.00
Magnavox MDR515H Recorder	Studio	1	$ 2,000.00	$ 2,000.00
Panasonic AG-HPX37DP HD Video Camera	Studio	2	$15,000.00	$ 30,000.00
TV Studio Mixers	Studio	1	$ 1,500.00	$ 1,500.00
TV Studio Video Cameras	Studio	4	$ 1,200.00	$ 4,800.00
TV Studio Switcher	Studio	1	$ 4,500.00	$ 4,500.00
TV Visio 32" LCD	Studio	1	$ 750.00	$ 750.00
Sling Studio Hub	Studio	4	$ 999.00	$ 3,996.00
Sling Studio Camera Links	Studio	12	$ 349.00	$ 4,188.00
Sony camcorders HDR-V90	Studio	3	$ 2,700.00	$ 8,100.00
Rode Mic NTG 4+	Studio	1	$ 399.00	$ 399.00
Camcorder Sony FDR-AX53	Studio	9	$ 798.00	$ 7,182.00
Rode Mic NT1	Studio	6	$ 229.00	$ 1,374.00
Sling Studio Hub Battery	Studio	4	$ 149.00	$ 596.00
Sling Studio USB-C	Studio	4	$ 49.00	$ 196.00
Sling Studio Backpack	Studio	4	$ 199.00	$ 796.00
Evertec Commuication Headset	Studio	4	$ 1,685.00	$ 6,740.00
Pelican Case 1630	Studio	4	$ 387.00	$ 1,545.00
Nikon DSLR D850	Studio	1	$ 3,299.00	$ 3,299.00
Sigma Lens 24-105	Studio	1	$ 799.00	$ 799.00
Tamron Lens 70-200	Studio	1	$ 1,299.00	$ 1,299.00
Tamron Lens 45	Studio	1	$ 450.00	$ 450.00
Sony a6500	Studio	1	$ 999.00	$ 999.00
Sony Lens 14-105	Studio	1	$ 600.00	$ 600.00
Sony Lens 50	Studio	1	$ 229.00	$ 229.00
DJI Mavic Pro Platinum Compbo	Studio	1	$ 1,399.00	$ 1,399.00
Zoom recorder	Studio	4	$ 199.00	$ 796.00
Rode Link mic	Studio	3	$ 399.00	$ 1,197.00
Sony boom mic	Studio	3	$ 219.00	$ 657.00
Zhiyun Stibilazer	Studio	3	$ 359.00	$ 1,077.00
DJI Ronin S	Studio	1	$ 699.00	$ 699.00
Ikan Monitors	Studio	3	$ 399.00	$ 1,197.00
Benro Tripod 9	Studio	9	$ 99.00	$ 891.00
Aputure 12d mkII	Studio	4	$ 699.00	$ 2,796.00
				$110,912.00

Maintenance & Contractors Equipment Schedule

Description of Equipment	Model Number	Serial Number	Value	LPS No.	Located
International Tractor	2400B	U200300	$1,500	2-0189	Trans
Ford Tractor w/Front End Loader	C4013C	C381845	$1,000	4-0191	Ron Stephens
International Tractor	424C	14581	$1,500	7-0194	LHS
Ford Tractor	1023C	454613	$3,500	8-0195	Trans
Ferguson Tractor	Z129	375774	$2,595	10-0197	TJHS
International Tractor	2400B		$3,000	11-0198	Ron Stephens
Ford Tractor 40HP	3600	C531385	$6,347	14-0201	MMS
Ford Diesel Tractor	4600	C493565	$7,179	15-0202	
New Holland Diesel Tractor	NTT60A	269431	$10,000	514	Grounds
Case Backhoe 580Super Turbo	580Super K Turbo	JJGO183807	$25,000		
Ford Tractor	3930	BD87210	$11,500	1-0188	
Toro 6' 325 D Riding Mower #503	30788	70955	$0	503	Grounds
JLG Industries 26' Scissorlift	2646E	00330270200027096	$5,000		
Reeves 200 Gal. Asphalt Kettle		1144027D	$5,000		
Generator	MDL1000	19070FW	$350		Grounds
Generator Powermate 5000	PMO52520202	81841528NEO	$75		Grounds
Stihl MS 260 Chainsaw	311Y		$175		Grounds
Stihl 260 Chainsaw	311Y		$100		Grounds
Shindaiwa Blower	EB500/EPA	0032052	$125		Grounds
Shindaiwa E260 Edger	LE260 5260	0050665	$100		Grounds
Shindaiwa E260 Edger	5260	0050666	$100		Grounds
Shindaiwa Blower G62L2	9085055		$200		Grounds
Husky Pro Air Compressor	VT631402AJ	L12/8/03 17073	$250		Grounds
Shindaiwa Handheld Edger	IF260		$175		Grounds
10' X 6' Single Axle Trailer			$1,000		Ron Stephens
Honda 5.5 Vacuum (goat)	SV50H	93099042	$150		Ron Stephens
John Deere GT275 48" Riding Mower	M0048DF066885		$200		Ron Stephens
EZ Go Workhorse Golf Cart	Workhorse	F799	$1,500		Grounds
Newstripe 10 Gal Field Marker w/CO2			$200		Ron Stephens
2 Newstripe Dry Line Marking Machine (Marble Dust)	100		$100		Ron Stephens
True Temper TC-100 3'X4' Trailer for Mower	TC-100		$40		Ron Stephens
Agri-Lab 24"X36" Field Roller Pull Behind	45-0179		$200		Ron Stephens
Swisher Trim N Mow Weedeater on Wheelns	ST50022STDQ	L100109167	$100		Ron Stephens
Shindaiwa T230X Gas Power Weedeater	T230X		$125		Ron Stephens
Shindaiwa Weedeaters	T231	3093030	$125		Ron Stephens
ST1HLBR-400 Gas Power Back Blower	BR-400	32951868	$60		Ron Stephens
3/4 HP 120 Volt Air Compressor			$40		Ron Stephens
Craftsman 6.25 HP Shop Vacuum			$60		Ron Stephens
Fox Valley Field Marker for Spray Cans			$25		Ron Stephens
Gaint Vac Wheeled Gas Powered Blower	80B	168761	$150		Ron Stephens
Wheel Barrow			$20		Ron Stephens
Pull Wagon w/Pneumatic Tires			$20		Ron Stephens

Ferterlizer Spreader (3 pt Hookup)	seeder/spreader		$375		Ron Stephens
(1) Troy Bilt Blowers	TB320BV		$30		Ron Stephens
(1) Shindaiwa Back Pack Sprayer	SP-300		$75		Ron Stephens
(1) Shindaiwa 1 Gal Sprayer	SP-150		$15		Ron Stephens
1 Woods GT72 Tiller 3 Pt. Hookup		1140403	$2,500		Ron Stephens
1 Toro Z Master 5' Mower w/Vacuum Collect System	M74265	260000307	$5,000	511	Ron Stephens
Toro 597D Z Master #507	74268	280000130	$7,500	507	Grounds
Toro Pro 15 Stand-Up #05	30319	240000104	$0		Grounds
Mantis Tiller		1020287622	$50		Grounds
Shindaiwa Handheld Edger	LE261	32023	$150		Grounds
Shindaiwa Weedeaters	T231	#0068162	$50		Grounds
Shindaiwa Weedeaters	T231	#0068159	$50		Grounds
Toro Groundsmaster 4000 10' Mower	30410	270000708	$12,000	512	Grounds
Toro Z Master	74269	250000487	$1,000	510	Grounds
Woods720 Brush Hog for Tractor	BB720	1068997	$1,300		Grounds
Stihl Pole Saw	HT101	280909451	$300		Grounds
Stihl Chain Saw	250	311Y	$125		Grounds
Stihl Chain Saw	250	311Y	$125		Grounds
John Deere Gator TX	WOTURFC010174	20654	$3,000		Grounds
John Deere 90 Gal Sprayer	ST43569	20653	$500		Grounds
Big Joe Fork Lift & Battery Charger			$15,400		
(3) Pallet Jacks			$750		
Stihl Chainsaw	MS290		$250		Grounds
2015 JLG Boom Lift	E450AJ	300201931	$55,585		Maintenance
Shindaiwa Weedeater	T282	T75114006812	$300		Grounds
Shindaiwa Weedeater	T282	T75114007009	$300		Grounds
Shindaiwa Weedeater	T282	T75114007059	$300		Grounds
Shindaiwa Weedeater	T282	T75114007050	$300		Grounds
Shindaiwa Hedge Trimmer	DH232	T48714001352	$200		Grounds
John Deere Z997 Mower		TCR0259011795	$17,000		Grounds
Honda Tiller	FG110	1538205	$350		Grounds
John Deere 997	Z Mower 60"	1TC997MGPDF01011	$16,000		Grounds
John Deere 997	Z Mower 60"	1TC997MGCDF01018	$16,000		Grounds
John Deere 2930	Z Mower 60"	TCA25359	$8,700		Grounds
John Deere 2930	Z Mower 60"	K18218090A88	$8,700		Grounds
Stihl Polesaw	HT131		$450		Grounds
Stihl Backpack Sprayer	SG20		$140		Grounds
Stihl Backpack Sprayer	SG20		$140		Grounds
Stihl Backpack Sprayer	SC20		$140		Grounds
Honda 2" Trash Pump	WB20XT	WABT-3091329	$350		Grounds
Honda 2" Trash Pump	WB20XT	WABT-3091005	$400		Grounds
Echo Bear Cat Power Washer	GC160	PW-GCR5618989	$300		Grounds
John Deere Fertilizer Spreader w/Control Pkg	LP49056		$1,800		Grounds

2013 Bobcat Pro Cut Mower			$2,500		Grounds
Lazer A EZ Mark Mower w/Mulch Kit & Extra Blades		407027987	$33,599		
Lazer A EZ Mark Mower w/Mulch Kit & Extra Blades		407027989	$33,599		
Mule (ATV) at Cameron Stadium			$5,000		Cameron
Gator (ATV) at Cameron Stadium			$4,000		Cameron
EZ Go Golf Cart at Cameron Stadium			$2,500		Cameron
Red Golf Cart at Cameron Stadium			$3,000		Cameron
BB/SB Lawn Mower @ Macarthur Middle School			$1,500		MacArthur Middle School
BB/SB Tiller @ Tomlinson Middle School			$200		Tomlinson Middle School
Kawasaki Mower at Lawton High School			$6,007		Lawton High School
Total			**$358,791**		

Bonds

CNA SURETY

Billing Questions (888) 866-2666
Email info@cnasurety.com

Final Notice of Premium Due 06/30/2020

If you have recently submitted your payment, please disregard this billing invoice.

Premium $100.00

LAWTON BOARD OF EDUCATION INDEPENDENT SCHOOL
P. O. BOX 1009
LAWTON, OK 73502

Amount Due	$100.00

Bond Detail

Bond #	01315704	Obligee	OKLAHOMA TAX COMMISSION MOTOR FUEL DIVISION
Company	Western Surety Company		
Term Dates	06/30/2020 to 06/30/2021		2501 N. LINCOLN BLVD.
Bond Amount	$2,000.00		OKLAHOMA CITY OK 73194
Description	OK Ok Motor Fuel Diesel Fuel Distributor		

Agent Information

Insurica of Lawton
P. O. Box 949
Lawton, OK 73502
Phone : (580)355-4500

Messages

Payment Instructions

- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
  Make check payable to CNA Surety
  Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

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Lawton Board of Education Independent School District #8

Bond #	01315704
Company	0601
Agency	35-01113

Insurica of Lawton

Payment Due	06/30/2020	**Amount Due**	$100.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 03501113000006302020 006010001315704 00000001000006

CNA SURETY

PO Box 957289
St Louis, MO 63195-7289

Transaction Report & Invoice

Principal Information: ID: 018124219

KEVIN WAYNE HIME
% LAWTON PUBLIC SCHOOLS
753 N.W. FORT SILL BLVD.
LAWTON, OK 73507

Agency Code: 35-01113

INSURICA OF LAWTON
P O BOX 949
LAWTON OK 73502

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description: NEW

Transaction Effective Date: 06/30/2020

Bond/Policy #: 72264911

FILE LOCATION: SIOUX FALLS

PHONE: 800-331-6053

Written By: WESTERN SURETY COMPANY
Description: SUPERINTENDENT OF LAWTON PUBLIC SCHOOLS

Obligee: OBLIGEE ADDRESS UNKNOWN

PREMIUM	$350.00

Effective Date: 06-30-2020
Expiration Date: 06-30-2021
Current Penalty: $100,000.00
Renewal Method:

Change Detail:

Agent: You may remove stub below to use as a billing/ credit invoice

---

CNA Surety

INVOICE

CO #	BOND/POLICY#	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	72264911	06-30-20	06-30-21	05-11-20	$100,000.00

PRINCIPAL KEVIN WAYNE HIME
% LAWTON PUBLIC SCHOOLS 753 N.W. FORT SILL BLVD. LAWTON, OK 73507

RISK STATE OK WRITTEN BY WESTERN SURETY COMPANY SF
DESCRIPTION SUPERINTENDENT OF LAWTON PUBLIC SCHOOLS

OBLIGEE

AGENCY CODE 35-01113 AMOUNT DUE $350.00

Your agent is:

INSURICA OF LAWTON
P O BOX 949
LAWTON OK 73502

0003001 03501113000006302020 006010072264911100 00000002275006

Oklahoma

Western Surety Company

OFFICIAL BOND AND OATH

STATE OF OKLAHOMA }
County of Comanche } ss

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 72264911

That we, Kevin Wayne Hime, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Oklahoma, as Surety, are held and firmly bound unto the County of Comanche and State of Oklahoma, in the penal sum of One Hundred Thousand and 00/100 DOLLARS ($100,000.00), for the payment of which we bind ourselves and our legal representatives, jointly and severally by these presents.

Signed this 11th day of May, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal has been Appointed (Elected - Appointed) to the office of Superintendent in and for Lawton Public Schools, State of Oklahoma, for the term of three years, commencing on the 30th day of June, 2020.

Now, if the said Principal shall render a true account of his office and the doings therein to the proper authority at the close of each month, each quarter, each year, and at the end of his term of office, as required thereby or by law; and shall promptly pay over to the person or officers entitled thereto, at the close of each day, month, or quarter, and term of office, all money which may come into his hands by virtue of his said office; and shall faithfully account for all the balances of money remaining in his hands at the termination of his office; and shall well and truly keep all books of record and books of account required to properly record the doings of his office; and shall balance same monthly, and make all monthly, quarterly and annual reports to the boards, and officers required by law or by resolution of his governing board; and shall hereafter exercise all reasonable diligence and care in the preservation and lawful disposal of all money, books, papers and securities, or other property appertaining to his said office, and deliver them to his successor, or to any person authorized to receive the same, and if he shall faithfully and impartially, without fear, favor, fraud or apprehension, discharge all other duties, now or hereafter required of his office by law, then this bond to be void, otherwise in full force.

SEAL

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

Before me, a Notary Public in and for said County and State on this 9th day of December, 2019, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

P. DAHL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

P. Dahl

Notary Public

My Commission Expires June 18, 2025

Form 852-A-12-2019

OATH OF OFFICE

(Okla. Stat. Tit. 51 § 2)

STATE OF OKLAHOMA }
County of _____ } ss

"I, _____, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States, and the Constitution of the State of Oklahoma, and will discharge the duties of my office with fidelity; that I have not paid, or contributed, either directly or indirectly, any money or other valuable thing, to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not, knowingly, violated any election law of the State, or procured it to be done by others in my behalf; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law, and I further swear (or affirm) that I will not receive, use or travel upon any free pass or on free transportation during my term of office."

(Sign here) _____
Principal

SUBSCRIBED and sworn to before me this _____ day of _____, _____.

My commission expires

_____, _____ _____
(SEAL) Notary Public

LOYALTY OATH

(Okla. Stat. Tit. 51, § 36.2A)

I do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am

_____

(Here put name of office, or, if an employee, insert "An Employee of _____" followed by the complete designation of the employing officer, agency, authority, commission, department or institution).

_____
Affiant

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires

_____, _____ _____
Notary Public or other officer authorized to administer oaths or affirmations

Western Surety Company

File No. _____

OFFICIAL BOND AND OATH

On Behalf of _____

as _____

_____

_____

_____ County,

State of Oklahoma

Filed this _____

day of _____, _____,

at _____ o'clock ___m., and duly

recorded in book _____ on page _____.

_____ Clerk

_____ Deputy

Approved this _____

day of _____, _____

_____

By _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SUPERINTENDENT OF LAWTON PUBLIC SCHOOLS

bond with bond number 72264911

for KEVIN WAYNE HIME
as Principal in the penalty amount not to exceed: $100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 11th day of May, 2020.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 11th day of May, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

J Mohr
Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

Western Surety Company

RIDER

To be attached to and form part of Bond No. 72264911

It is hereby mutually agreed and understood by and between Western Surety Company and KEVIN WAYNE HIME

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- ☐ **Principal Name changed to:**
- ☐ **Principal Address changed to:**
- ☐ **Vehicle/Vessel/Hull Information changed to:**
- ☐ **Lost Instrument Information changed to:**
- ☐ **Identification Number changed to:**
- ☐ **Penalty Amount changed to:**
- ☐ **Additional or Event Location:**
- ☒ **Effective Date changed to:** June 01, 2020
- ☐ **Expiration Date changed to:**
- ☐ **The following bond information changed:**

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 1st day of June, 2020.

Signed this 21st day of May, 2020.

WESTERN SURETY COMPANY

By: Paul T. Bruflat

Paul T. Bruflat, Vice President

Form F9586

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SUPERINTENDENT OF LAWTON PUBLIC SCHOOLS

bond with bond number 72264911

for KEVIN WAYNE HIME

as Principal in the penalty amount not to exceed: $100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of May, 2020.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of May, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

J. Mohr

Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

Liberty Mutual. SURETY

Oklahoma City
14000 Quail Springs Pkwy #310
Oklahoma City, Oklahoma 73134
+1 (405) 2000627 Fax: +1 (866) 5487561

Report of Renewal

Registered: April 1, 2020
Market Segment: LSF Commercial
Producer Name: LARRY NEAL
Agency Code: 984245

Principal:
Independent School District 8 Comanche County
753 NW Fort Sill Boulevard
Lawton, Oklahoma 73507-5421

Account:

Agency:
North American Insurance Agency of Lawton, LLC
Attn:
10 SW 2nd Street
Suite 1
Lawton, Oklahoma 73501-4027

Invoiced to:
North American Insurance Agency of Lawton, LLC
Attn:
10 SW 2nd Street
Suite 1
Lawton, Oklahoma 73501-4027

LMS Bond Number: 32S108651

Cross Reference: E7401100000

Obligee:
Independent School District 8 Comanche County
753 NW Fort Sill Boulevard
Lawton, Oklahoma 73507-5421

Additional Obligees:

Bond Period: 6/30/2020 to 6/30/2021

Cancellation Provision:

Company: The Ohio Casualty Insurance Company

Bond Amount: 315,000.00 USD

Transaction Eff. Date: 6/30/2020

Premium Period: 6/30/2020 to 6/30/2021

Renewal Type: Continuous Until Canceled

Class Code: 119

Co-surety:

Bond Description:
Public Employees Position Schedule Bond

Transaction Comments:

Amt in USD

Bond Premium:
1,309.00

Net Premium:

User: S . User

Printed: 04/03/2020

SCHEDULE OF POSITIONS COVERED HEREUNDER

CEPTANCE NUMBER	POSITION	LOCATION	LIABILITY	PRE
1.	Treasurer	Lawton, Oklahoma	$ 78,000.00	
2.	Assistant Treasurer	Lawton, Oklahoma	75,000.00	
3.	Custodian of Activity Fund	Lawton, Oklahoma	10,000.00	
4.	Assistant Custodian of Activity Fund	Lawton, Oklahoma	1,000.00	
5.	Clerk	Lawton, Oklahoma	1,000.00	
6.	Deputy Clerk	Lawton, Oklahoma	1,000.00	
7.	Minutes Clerk	Lawton, Oklahoma	1,000.00	
8.	Encumbrance Clerk	Lawton, Oklahoma	1,000.00	

Domestic Rate $_____ per hundred, Annual Minimum Premium per position, $_____

Annual Minimum Earned Premium per position, $_____

Foreign Rate (outside of Continental U. S. A., Canada and Newfoundland) $_____ per hundre

Liberty Mutual.

SURETY RIDER

Liberty Mutual Surety
1001 4th Avenue
Suite 1700
Seattle, WA 98154

To be attached to and form a part of

Bond No. EX-740110

Type of Bond: PUBLIC OFFICIAL POSITION SCHEDULE BOND

dated effective 06/01/1986
(MONTH-DAY-YEAR)

executed by INDEPENDENT SCHOOL DISTRICT #8 COMANCHE COUNTY , as Principal,
(PRINCIPAL)

and by AMERICAN STATES INSURANCE COMPANY , as Surety,

in favor of INDEPENDENT SCHOOL DISTRICT #8 COMANCHE COUNTY.
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

THE AMOUNT OF BOND LIABILITY:

FROM $168,000

TO $215,000

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 06/30/2009
(MONTH-DAY-YEAR)

Signed and Sealed _____
(MONTH-DAY-YEAR)

INDEPENDENT SCHOOL DISTRICT #8 COMANCHE COUNTY
(PRINCIPAL)

By: _____
(PRINCIPAL)

AMERICAN STATES INSURANCE COMPANY

By: _____
(ATTORNEY-IN-FACT)

AMERICAN STATES INSURANCE COMPANY SEAL INDIANA

Liberty Mutual.

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

ADDITION AND DEDUCTION ENDORSEMENT FOR POSITION OR NAME SCHEDULE BONDS

Date 08/27/2009

Schedule Change No.

Agent J T NEAL INSURANCE AGENCY INC

American States Insurance Company ,upon Bond No. EX 740110 , in favor of

INDEPENDENT SCHOOL DISTRICT #8 COMANCHE COUNTY

(Insured)

does hereby:

(a) Add to the schedule attached to said bond the Employee(s) or Position(s) named in column 3 hereof, in the amount(s) stated in column 4, such addition(s) to be effective on and after the date(s) stated in column 1 hereof, opposite the name(s) of such Employee(s) or Position(s).

(b) Deduct from said schedule the Employee(s) or Position(s) named in column 3 hereof, presently covered in the amount(s) stated in column 5, such deduction(s) to be effective on and after the date(s) stated in column 1 hereof, opposite such name(s) or position(s).

(Where there is a change in the amount of coverage on an Employee or Position, the old amount is shown as a deduction in column 5, and the new amount is shown as an addition in column 4.)

Effective Date 1.	Acceptance No. 2.	3.	Amount for which Added 4.	Amount for which Deducted 5.
08/27/2009		NAME LOCATION POSITION TREASURER	22,000.00	
08/27/2009		NAME LOCATION POSITION ASSISTANT TREASURER	25,000.00	
		NAME LOCATION POSITION		
		NAME LOCATION POSITION		

Provided that said bond shall be subject to all its agreements, conditions and limitations except as herein expressly modified. The above changes have been made pursuant to request by the Insured and/or cancellation by the Underwriter.

AMERICAN STATES INSURANCE COMPANY SEAL INDIANA

American States Insurance Company

BY _____
KATHY COATS-ABLES

SB605
(1-95)

S-4668/AS 5/98

XDP

Liberty Mutual. SURETY

ADDITION AND/OR DEDUCTION NOTICE POSITION OR NAME SCHEDULE BOND

Notice No. 1

The Ohio Casualty Insurance Company as Surety upon Fidelity Bond No. **32S108651** in favor of Independent School District 8 Comanche County (Insured) does hereby:

(a) Add to the schedule attached to said bond the Employee(s) or Position(s) named in column 3 hereof, in the amount(s) stated in column 4, such addition(s) to be effective on and after the date(s) stated in column I hereof, opposite the name(s) of such Employee(s) or Position(s).

(b) Deduct from said schedule the Employee(s) or Position(s) named in column 3 hereof, presently covered in the amount(s) stated in column 5, such deduction (s) to be effective on and after the date (s) stated in column I hereof, opposite such name (s) or position (s).

(Where there is a change in the amount of coverage on an Employee or Position, the old amount is shown as a deduction in column 5, and the new amount is shown as an addition in column 4.)

Effective Date 1.	Item No. 2.	3.	Amount For Which Added 4.	Amount For Which Deducted 5.	Additional Premium 6.	Return Premium 7.
10/21/19	9.	Name or Position 2nd Assistant Treasurer	$100,000.00		$375.00	
		Location Lawton, OK				
		Name or Position				
		Location				
		Name or Position				
		Location				

Total Premium Added _____ ☒ Net Additional Premium $259.00

or

Total Premium Deducted _____ ☐ Return Premium _____

The above changes have been made pursuant to request by the Insured and/or cancellation by the Underwriter.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

_____
Authorized Representative

Workers Compensation

OSAG

Oklahoma School Assurance Group

Lawton School District
Attn: Mr. Kevin Hime
PO Box 1009
Lawton, OK 73502

May 22, 2020

Re: 2020-2021 OSAG Workers' Compensation Insurance Quote

Dear Mr. Hime,

Thank you for helping to make OSAG the largest provider of workers' compensation to public schools in Oklahoma. Your 2020-2021 OSAG renewal quote is as follows:

2020-2021 OSAG Premium ***BEFORE*** Discounts:	$868,000
Financial Relief Benefit for 2020-21:	$127,000
Total 2020-2021 OSAG Workers' Compensation Renewal Premium Minus Awards/Credits:	**$741,000**

Your OSAG policy also contains Employers' Liability Limits of $1,000,000/$1,000,000/$1,000,000

Active membership in the Oklahoma School Assurance Group provides an array of benefits for your district, including continued membership *performance dividend awards*. The following example reflects the ***current and potential*** dividend awards for Lawton School District **if** membership remains active, and district loss records qualify:

2021-2022 Estimated Financial Relief Benefit	*$57,150*
2021-2022 Possible Membership Dividend	*$274,620*
2022-2023 Possible Membership Dividend	$213,970
2023-2024 Possible Membership Dividend	$231,527
Total Possible Future Membership Dividend:	**$777,267**

About the OSAG Proposal:

*OSAG is a group policy, therefore Experience Modification Factors are not applicable for our school district members.

*The Membership Dividend is the maximum amount that may be awarded to an active member as a performance dividend. This figure is based on individual district loss performance.

*All members that renew with OSAG have a *Membership Dividend* associated with active membership. ***In order to receive the Membership Dividend, a member must be active with paid premium for the 2020-2021 policy year.***

CompSource Mutual has declared a $60,000,000 dividend to be paid out to the benefit of policyholders with the potential of OSAG members receiving significant benefits for their membership in OSAG. This dividend would provide OSAG members record benefits and premium savings/reductions for each individual member. School district members would receive award amounts in addition to the Membership Dividend listed above.

Loss Control
SERVICE AGREEMENT- Workers' Compensation

This agreement is entered into July 1, 2020 by and between Lawton Public Schools, herein "**Client**" and (Healthcare Safety Solutions, Inc.) "**Service Company**".

Client agrees to retain the services of **Service Company**, and **Service Company** agrees to provide loss control services as outlined in the proposal for **Client's** workers' compensation program.

The service fee under the terms of this contract shall be a sum of $25,000 a year payable in 12 monthly payments of $2,083.33 commencing with the month of July 2020. **Service Company** shall invoice the client each month for its service fee.

The contract is effective July 1, 2020 and expires June 30, 2021. This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date **Service Company** completes the services required by this agreement.
- The date either party terminates the agreement as provided below.

Either party may cancel the contract with thirty (30) days written notice. **Client** and **Service Company** can change the terms and conditions of the contract by mutual agreement.

Hold Harmless

Service Company agrees to indemnify and hold harmless Lawton Public School District from any and all liabilities, loss of damage that Lawton Public School District may suffer as a result of claims, demands, costs, or judgments against Lawton Public School District arising from services performed by Service Company as contemplated in this contract.

LAWTON PUBLIC SCHOOLS

_____ _____
Signature Date

Healthcare Safety Solutions, Inc.

Todd Smith 5-5-20
Signature Date

Consolidated Benefits Resources

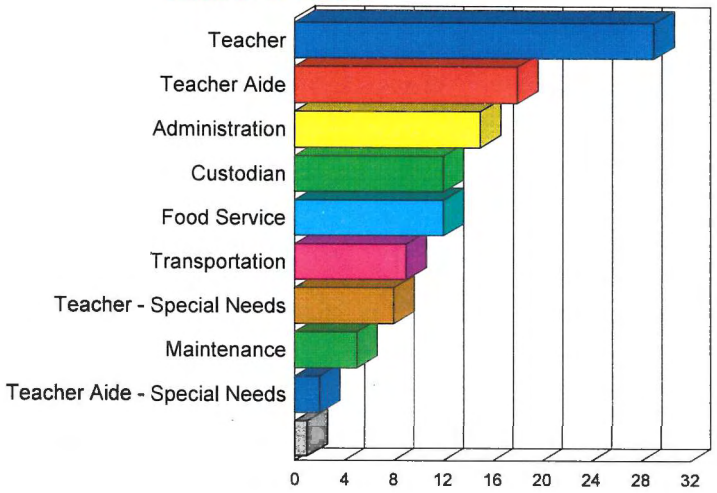
Lawton School District

Incurred Dollar Amount by Department

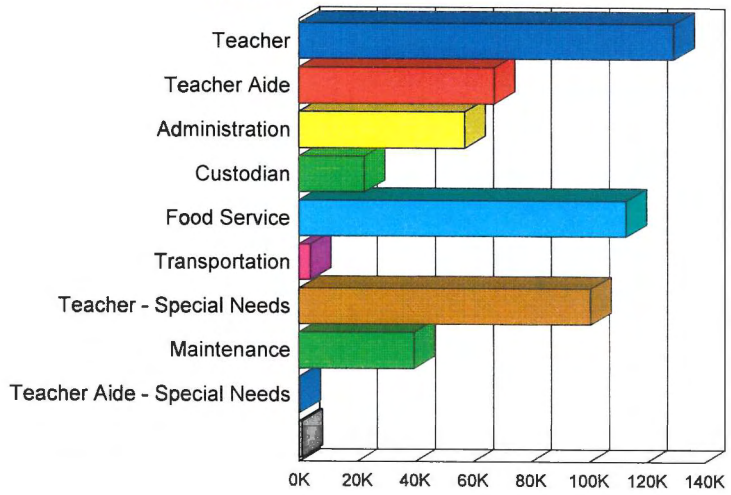
Valued as of: 5/31/2020

Claims Activity from 7/ 1/2016 thru 6/30/2017

Number of Claims



Dollar Amount



Consolidated Benefits Resources

Lawton School District

Incurred Dollar Amount by Department

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2017 thru 6/30/2018

Number of Claims	Percent of Total Claims	Department	Incurred Dollar Amount	Percent of Total Dollars
21	23.08%	Administration	$ 205,977.82	23.50%
21	23.08%	Teacher	$ 120,936.75	13.79%
17	18.68%	Transportation	$ 232,029.37	26.47%
12	13.19%	Custodian	$ 136,288.44	15.55%
5	5.49%	Food Service	$ 130,761.86	14.92%
5	5.49%	Teacher Aide	$ 46,682.69	5.32%
4	4.40%	Teacher Aide - Special Needs	$ 1,510.91	0.17%
3	3.30%	Maintenance	$ 1,586.50	0.18%
3	3.30%	Teacher - Special Needs	$ 907.15	0.10%
91			$ 876,681.49	

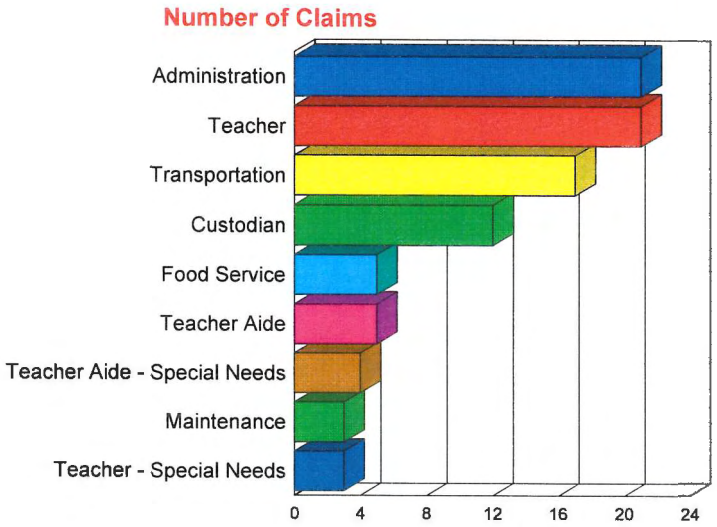
Consolidated Benefits Resources

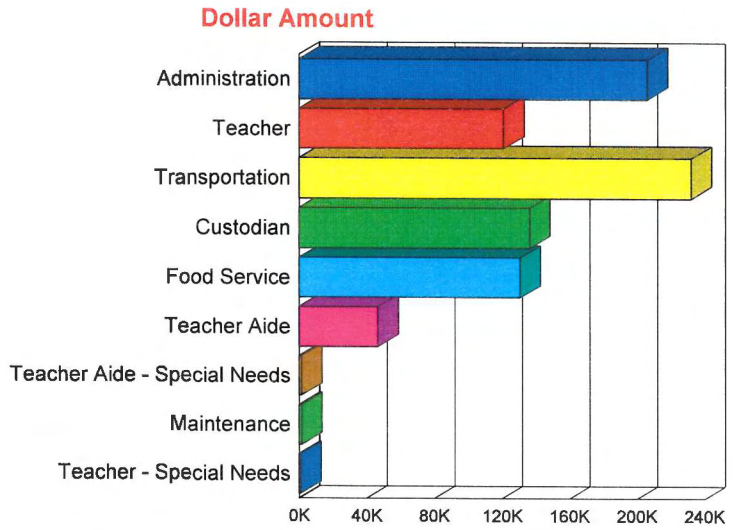
Lawton School District

Incurred Dollar Amount by Department

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2017 thru 6/30/2018





Consolidated Benefits Resources

Lawton School District

Incurred Dollar Amount by Department

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2018 thru 6/30/2019

Number of Claims	Percent of Total Claims	Department	Incurred Dollar Amount	Percent of Total Dollars
29	28.43%	Administration	$ 126,180.58	22.88%
21	20.59%	Teacher	$ 129,685.46	23.52%
12	11.76%	Teacher Aide - Special Needs	$ 6,832.28	1.24%
10	9.80%	Custodian	$ 18,854.86	3.42%
9	8.82%	Teacher - Special Needs	$ 174,491.79	31.64%
8	7.84%	Food Service	$ 90,287.63	16.37%
5	4.90%	Teacher Aide	$ 2,688.98	0.49%
5	4.90%	Transportation	$ 1,194.05	0.22%
3	2.94%	Maintenance	$ 1,280.25	0.23%
102			$ 551,495.88	

Consolidated Benefits Resources

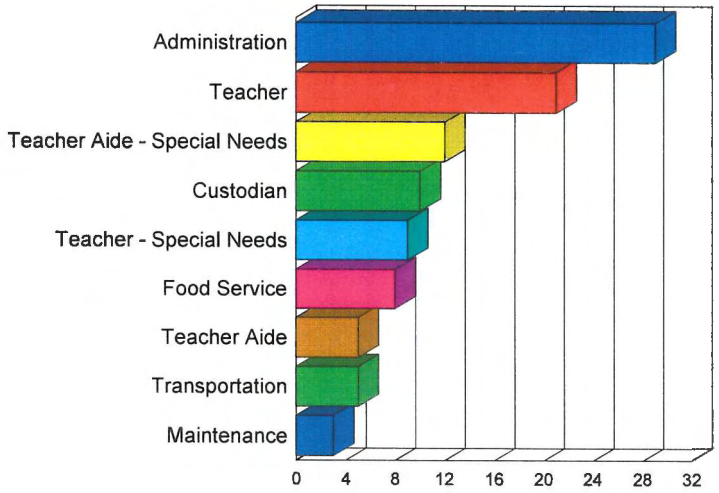
Lawton School District

Incurred Dollar Amount by Department

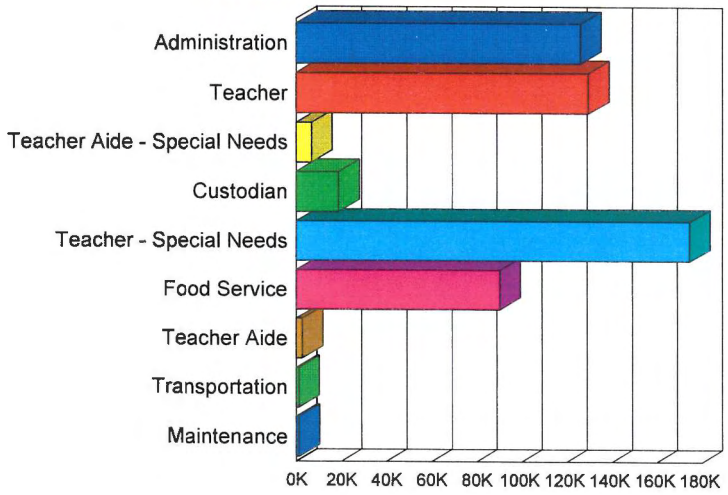
Valued as of: 5/31/2020

Claims Activity from 7/ 1/2018 thru 6/30/2019

Number of Claims



Dollar Amount



Consolidated Benefits Resources

Lawton School District

Incurred Dollar Amount by Department

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2019 thru 5/31/2020

Number of Claims	Percent of Total Claims	Department	Incurred Dollar Amount	Percent of Total Dollars
28	35.44%	Administration	$ 190,760.15	46.93%
16	20.25%	Teacher	$ 118,910.96	29.25%
8	10.13%	Teacher - Special Needs	$ 2,022.85	0.50%
7	8.86%	Food Service	$ 12,463.15	3.07%
7	8.86%	Teacher Aide - Special Needs	$ 64,891.90	15.96%
5	6.33%	Teacher Aide	$ 3,169.32	0.78%
3	3.80%	Custodian	$ 9,462.67	2.33%
3	3.80%	Transportation	$ 1,436.35	0.35%
2	2.53%	Maintenance	$ 3,362.02	0.83%
79			$ 406,479.37	

Consolidated Benefits Resources

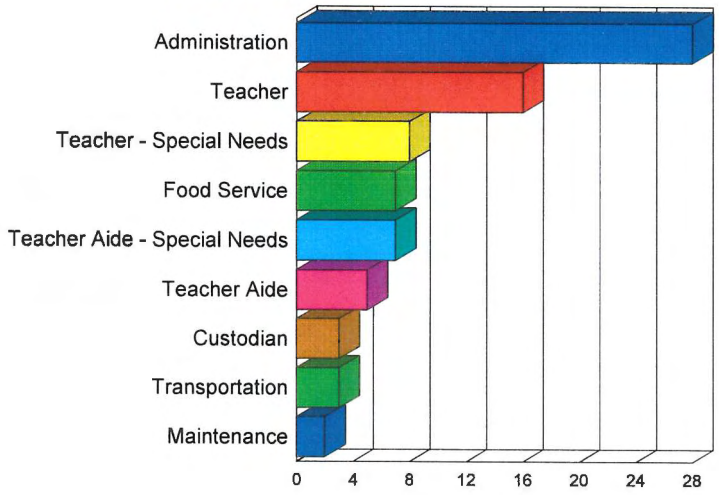
Lawton School District

Incurred Dollar Amount by Department

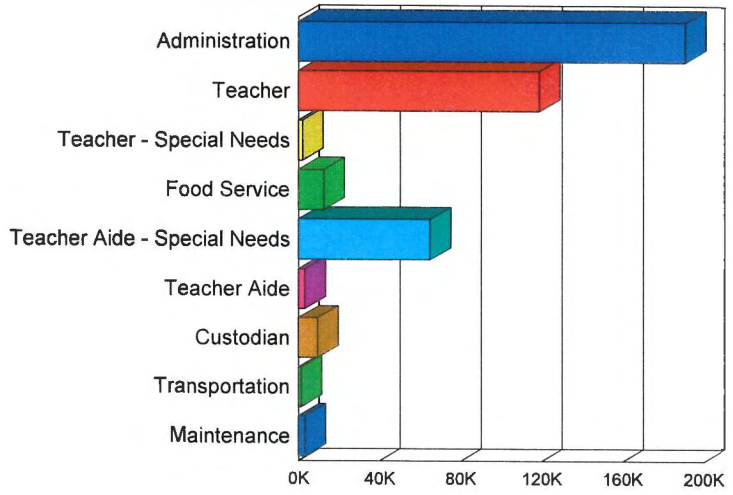
Valued as of: 5/31/2020

Claims Activity from 7/ 1/2019 thru 5/31/2020

Number of Claims



Dollar Amount



Consolidated Benefits Resources

Lawton School District

Incurred Dollar Amount by Location

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2017 thru 5/31/2020

Number of Claims	% of Total Claims	Location	Incurred Dollar Amount	% of Total Dollars
28	10.29%	Freedom	115,017.81	6.27%
28	10.29%	TRANSPORTATION	235,619.56	12.84%
20	7.35%	MACARTHUR SR HI	213,815.17	11.65%
15	5.51%	LAWTON SR HIGH	86,671.91	4.72%
15	5.51%	MACARTHUR MIDDL	92,296.26	5.03%
15	5.51%	RIDGECREST ELEM	44,723.62	2.44%
14	5.15%	EISENHOWER MIDD	193,483.49	10.55%
11	4.04%	EISENHOWER SR H	183,249.59	9.99%
11	4.04%	SULLIVAN VILLAG	91,483.54	4.99%
10	3.68%	CENTRAL MIDDLE	4,197.45	0.23%
10	3.68%	LEARNING TREE A	54,188.28	2.95%
10	3.68%	PAT HENTRY ELEM	96,423.09	5.26%
9	3.31%	SUBSTITUTES	8,609.88	0.47%
8	2.94%	LINCOLN ELEMENT	8,791.18	0.48%
8	2.94%	WOODLAND HILLS	21,007.79	1.15%
7	2.57%	CROSBY PARK ELE	4,159.15	0.23%
7	2.57%	HUGH BISH ELEME	35,520.40	1.94%
7	2.57%	MAINTENANCE/WAR	21,296.18	1.16%
5	1.84%	ADMINISTRATION/	46,292.07	2.52%
5	1.84%	EDISON ELEMENTA	65,148.27	3.55%
5	1.84%	TOMLINSON MIDDL	1,426.76	0.08%
4	1.47%	EISENHOWER ELEM	31,755.22	1.73%
4	1.47%	PIONEER PARK EL	1,631.86	0.09%
3	1.10%	CARRIAGE HILLS	790.69	0.04%
3	1.10%	CLEVELAND ELEME	36,007.73	1.96%
2	0.74%	ALMOR WEST ELEM	65,424.94	3.57%
2	0.74%	GATEWAY SUCCESS	21,952.14	1.20%
2	0.74%	WHITTIER ELEMEN	8,288.08	0.45%
1	0.37%	ADAMS ELEMENTAR	816.84	0.04%
1	0.37%	DOUGLASS ELEMEN	524.74	0.03%
1	0.37%	FOOD SERVICE WA	589.18	0.03%
1	0.37%	WASHINGTON ELEM	43,453.87	2.37%
272			$ 1,834,656.74	

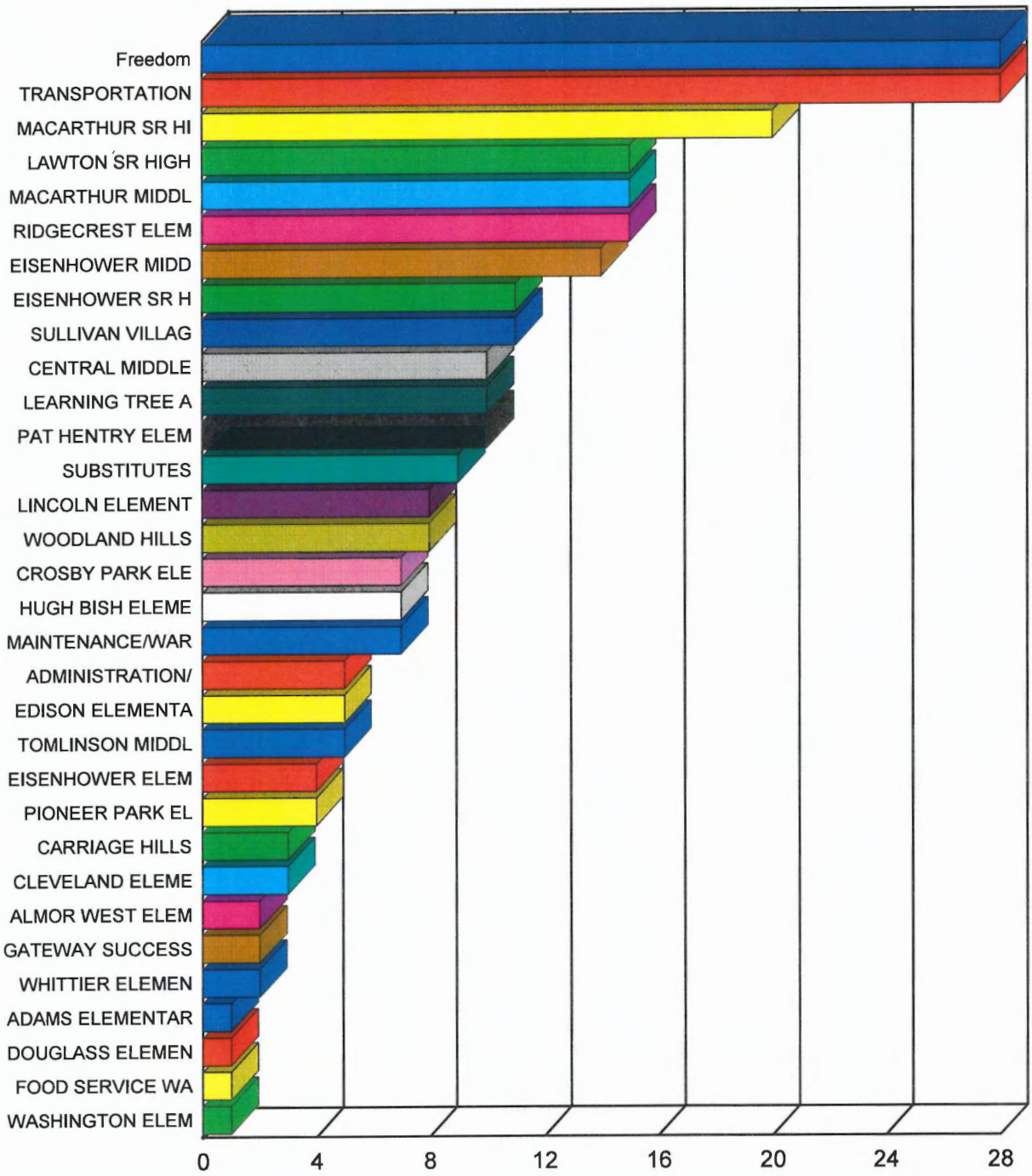
Lawton School District

Incurred Dollar Amount by Location

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2017 thru 5/31/2020

Number of Claims

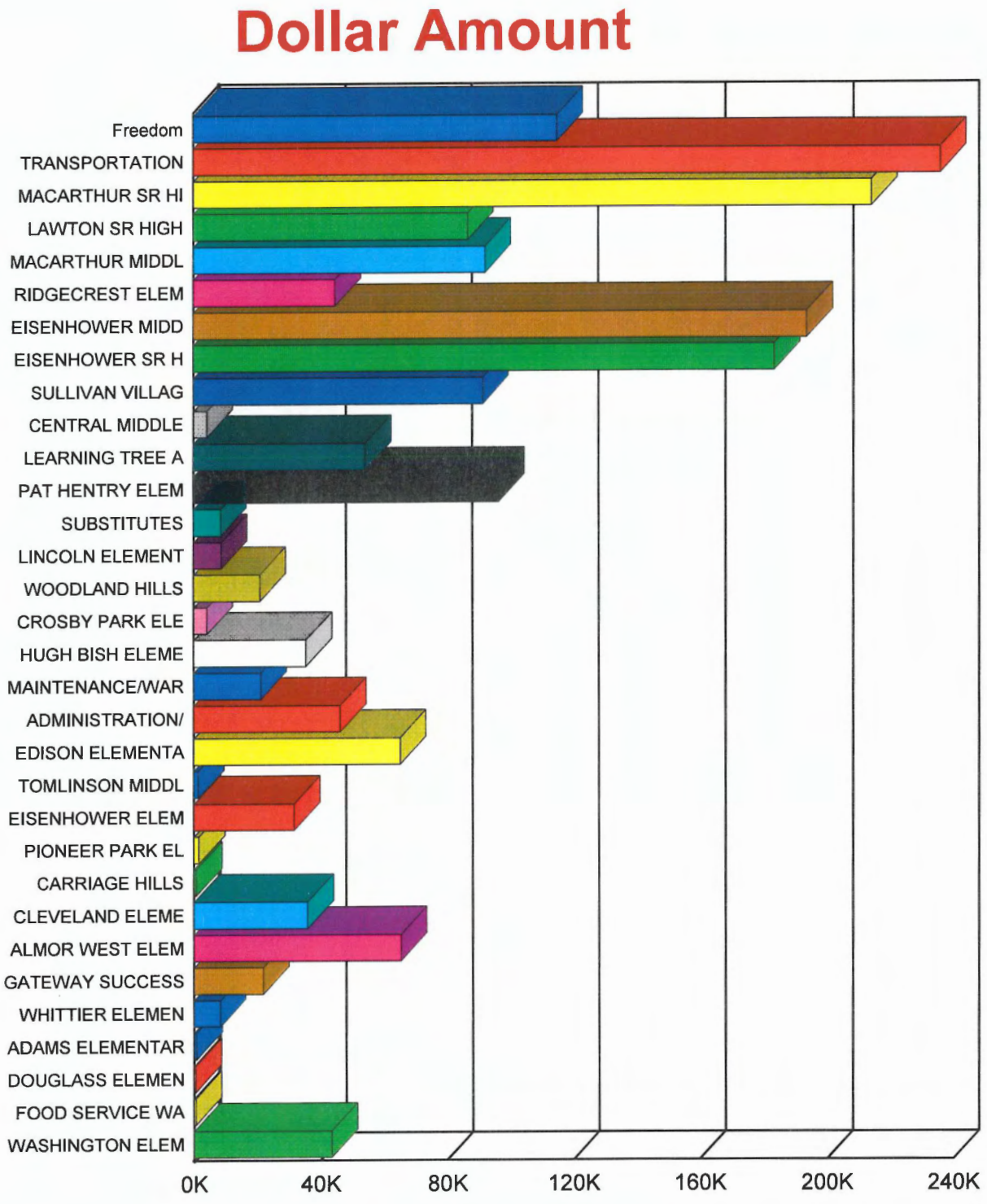


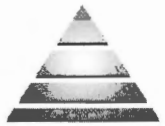
Lawton School District

Incurred Dollar Amount by Location

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2017 thru 5/31/2020





Consolidated Benefits Resources

Lawton School District

Incurred Dollar Amount by Department

Valued as of: 5/31/2020

Claims Activity from 7/ 1/2016 thru 6/30/2017

Number of Claims	Percent of Total Claims	Department	Incurred Dollar Amount	Percent of Total Dollars
29	26.13%	Teacher	$ 129,250.22	24.17%
18	16.22%	Teacher Aide	$ 67,333.44	12.59%
15	13.51%	Administration	$ 57,166.07	10.69%
12	10.81%	Custodian	$ 22,633.70	4.23%
12	10.81%	Food Service	$ 112,834.49	21.10%
9	8.11%	Transportation	$ 3,951.31	0.74%
8	7.21%	Teacher - Special Needs	$ 100,525.78	18.80%
5	4.50%	Maintenance	$ 39,636.56	7.41%
2	1.80%	Teacher Aide - Special Needs	$ 297.99	0.06%
1	0.90%		$ 1,023.38	0.19%
111			$ 534,652.94	

THE AUDITORS' COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

OKLAHOMA SCHOOL ASSURANCE GROUP

JUNE 30, 2019

ROSE ROCK
CPAs

To the Board of Trustees
Oklahoma School Assurance Group
Oklahoma City, Oklahoma

We have audited the financial statements of Oklahoma School Assurance Group ("OSAG") for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 16, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by OSAG are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2019. We noted no transactions entered into by OSAG during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting OSAG's financial statements were:

- OSAG's allowance for doubtful accounts is based on the length of time a receivable is past due, previous payment history and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the fair value of investments is based on valuations provided by the third-party entities that hold the investments for OSAG. We evaluated the key factors and assumptions used to estimate the fair value of the investments. Based on our evaluation, the estimated fair value for the investments appeared reasonable.
- OSAG's liability for policy and contract retention reserves is generally limited to the prior three policy periods. Each individual member's liability is limited to its specific retention level for each policy period. Actual member claims in excess of the retention level for a policy are covered by a stop-loss insurance agreement with CompSource Mutual. Any policy and contract retention reserves not required for claims will be used to reduce future premium costs of the active members. OSAG bases its estimate on claims data existing at June 30, 2019 and estimates of incurred but not reported claims; however, these liabilities are limited to OSAG's retention levels. Further, any contract retention reserves not required for claims will be used to reduce future premium costs of active members. We evaluated the key factors and assumptions used to develop OSAG's estimates and concluded that management's estimate is reasonable.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure regarding contingencies associated with OSAG's insurance agreements with CompSource Mutual in Note F to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to OSAG's financial statements taken as a whole. Adjustments are detailed on Appendix A to this letter.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 22, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to OSAG's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as OSAG's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, which is required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of OSAG and is not intended to be, and should not be, used by anyone other than these specified parties.

Rose Rock CPAs PLLC

Edmond, Oklahoma
November 22, 2019

Oklahoma School Assurance Group
Summary of Recorded Audit Adjustments
Year Ended June 30, 2019

Description	Effect-Debit (Credit)				
	Assets	Liabilities	Net Position	Revenue	Expenses
Audit adjustments:					
Zero interfund accounts	$ 2,547	$ -	$ -	$ -	$ (2,547)
Adjust investments to fair value	50,794	-	-	(50,794)	-
Increase allowance for doubtful accounts	(45,906)	-	-	-	45,906
Total effect on statement of revenues, expenses and changes in net position	-	-	(7,435)	$ (50,794)	$ 43,359
Total effect on statement of net position	$ 7,435	$ -	$ (7,435)		

AUDITED FINANCIAL STATEMENTS

OKLAHOMA SCHOOL ASSURANCE GROUP

June 30, 2019

OKLAHOMA SCHOOL ASSURANCE GROUP

June 30, 2019

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Management's Discussion and Analysis i

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Statements of Revenues, Expenses and Changes in Net Position 4

Statements of Cash Flows 5

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OKLAHOMA SCHOOL ASSURANCE GROUP

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2019

The following Management's Discussion and Analysis ("MD&A") of the activities and financial performance of Oklahoma School Assurance Group ("OSAG") provides an introduction to the financial statements for the years ended June 30, 2019 and 2018.

OSAG, established in June 1994, is an Interlocal Cooperation Act Agency of schools offering membership to public and vocational technical school districts in Oklahoma with the mission of providing efficient and economical workers' compensation services to its members.

Financial and Activity Highlights

Our operations for the years ended June 30, 2019 and 2018 resulted in increases to net position of approximately $231,000 and $117,000, respectively. These increases are a result of tight budget practices and investment management.

The school superintendents who preside over the OSAG program have played an integral part in the formation and critical decisions of OSAG. All member schools have a voice in OSAG, since this is a school-owned program, run by its peers and solely in business to serve Oklahoma schools.

OSAG is an inter-local and operates under the Oklahoma Open Meeting Act similar to school districts. OSAG is a member of various educational organizations and pays sponsorship to those organizations for membership. As of June 30, 2019, OSAG membership is comprised of 496 school districts.

OSAG Board of Trustees:

- Dr. John Cox (Chairman) — Superintendent – Peggs School District
- Dr. Keith Weldon — Superintendent – Calumet School District
- Chad Hance — Superintendent – Cache School District
- Robert Trammell — Superintendent – Cheyenne School District
- Tony Potts — Superintendent – Stringtown Public Schools

OSAG Administrative Director:

- Jack Dryden

OSAG Program Administration:

- The Beckman Company

OSAG Claims Administration:

- Consolidated Benefits Resources

OSAG Accounting Firm:

- Wedel Rahill & Associates

OSAG Auditing Firm:

- Rose Rock CPAs, PLLC

OSAG Mission Statement: To provide efficient and economical workers' compensation services to Oklahoma public schools.

Overview of the Financial Statements and Financial Analysis

This report consists of Management's Discussion and Analysis (this part), the Statements of Net Position, the Statements of Revenues, Expenses and Changes in Net Position, and the Statements of Cash Flows. These statements provide financial information on OSAG as a whole.

These statements include all assets and liabilities using the accrual basis of accounting. All of the revenues and expenses are recognized when earned or incurred regardless of when cash is received or paid.

This financial report is designed to provide member school districts, creditors, and suppliers with a general overview of OSAG's finances.

The Statements of Net Position and the Statements of Revenues, Expenses and Changes in Net Position report OSAG's net position and how it has changed. Net position, the difference between assets plus deferred outflows and liabilities plus deferred inflows, is one way to measure OSAG's financial health or position.

The following summarizes OSAG's assets, liabilities and net position as of June 30 (OSAG has no deferred outflows or inflows):

	2019	2018	2017
Assets:			
Cash and cash equivalents	$ 1,585,854	$ 2,428,443	$ 2,845,449
Receivables and other assets	853	47,928	272,374
Investments	11,190,024	10,155,007	10,739,618
Total assets	$ 12,776,731	$ 12,631,378	$ 13,857,441
Liabilities:			
Due to members	$ 3,349,736	$ 1,007,398	$ 796,447
Premiums received in advance	1,114,855	1,307,931	1,298,616
Other payables	10,993	296,225	718
Policy and contract retention reserves	1,896,890	3,846,282	5,705,306
Total liabilities	6,372,474	6,457,836	7,801,087
Net position:			
Unrestricted	6,258,812	6,053,302	5,952,437
Restricted	145,445	120,240	103,917
Total net position	6,404,257	6,173,542	6,056,354
Total liabilities and net position	$ 12,776,731	$ 12,631,378	$ 13,857,441

Overview of the Financial Statements and Financial Analysis, Continued

The following summarizes OSAG's Statements of Revenues, Expenses, and Changes in Net Position for the years ended June 30:

	2019	2018	2017
Operating revenues:			
Premium income	$21,562,995	$20,654,462	$22,596,857
Operating expenses:			
Cost of stop-loss insurance	16,636,507	16,195,236	18,017,681
Claims administration fees	1,992,076	1,777,317	1,816,634
Marketing and general consulting fees	2,228,884	2,052,443	2,119,150
Other expenses	828,348	544,799	551,159
Total operating expenses	21,685,815	20,569,795	22,504,624
Operating income (loss)	(122,820)	84,667	92,233
Net nonoperating revenue (expenses)	353,535	32,521	(423)
Change in net position	230,715	117,188	91,810
Net position, beginning of year	6,173,542	6,056,354	5,964,544
Net position, end of year	$ 6,404,257	$ 6,173,542	$ 6,056,354

All of OSAG's operating revenue is related to the receipt of member contributions from OSAG's member school districts. OSAG's operating expenses primarily relate to claims losses, the costs associated with insurance premiums, the costs to process claims, and the costs of marketing OSAG to new entities. The net nonoperating revenue is primarily comprised of income earned on investments and net scholarship activities.

Overview of the Financial Statements and Financial Analysis, Continued

The Statements of Cash Flows

The primary purpose of the Statements of Cash Flows is to provide information about the cash receipts and disbursements of an entity during a period. This statement also aids in the assessment of an entity's ability to generate future cash flows, ability to meet obligations as they come due, and needs for external financing. The following summarizes OSAG's cash flows for the years ended June 30:

	2019	2018	2017
Cash provided by (used in):			
Operating activities	$ (161,107)	$ (1,034,138)	$ (2,554,374)
Noncapital financing activities	16,790	17,240	23,800
Investing activities	(698,272)	599,892	(673,225)
Net decrease in cash and cash equivalents	(842,589)	(417,006)	(3,203,799)
Cash and cash equivalents, beginning of year	2,428,443	2,845,449	6,049,248
Cash and cash equivalents, end of year	$ 1,585,854	$ 2,428,443	$ 2,845,449

OSAG's overall liquidity decreased during the year ended June 30, 2019 primarily due to a decrease in cash received for claims covered by stop-loss insurance of approximately $1,442,000, an increase in cash payments for stop-loss insurance, claims, marketing and general and administrative fees and other operating expenses of approximately $1,074,000, plus net purchases of investments, net of related investment income, of approximately $698,000. These decreases in liquidity were partially offset by increases in cash received for member performance dividends of approximately $1,646,000 and a decrease in benefit payments to policy holders of approximately $1,250,000. OSAG's overall liquidity decreased during the year ended June 30, 2018 primarily due to a decrease in premium income received of approximately $2,267,000 and a decrease in cash received from claims covered by stop-loss insurance of approximately $3,901,000, offset by a decrease in cash payments for stop-loss insurance, claims, marketing and general administrative fees, and other operating expenses of approximately $1,935,000, and decreases in benefits paid to policyholders of approximately $5,754,000 plus net proceeds from investment sales and maturities and related investment income of approximately $600,000. OSAG's overall liquidity decreased during the year ended June 30, 2017 primarily due to a decrease in premium income received of approximately $15,685,000, offset by a decrease in cash payments for stop-loss insurance, claims, marketing and general administrative fees, and other operating expenses of approximately $7,367,000, and decreases in benefits paid to policyholders of approximately $2,321,000 and net purchases of certificates of deposit of approximately $673,300. Cash transactions in operating activities are primarily related to receipts of member contributions for the years ended June 30, 2019, 2018 and 2017 and for the prepayment of member contributions for fiscal years 2019, 2018 and 2017, offset by insurance and management disbursements of OSAG. Cash provided by or used in investing activities relates to proceeds from the sale or maturity of investments and income earned on investments net of investment purchases.

Capital Asset and Debt Administration

OSAG had no capital asset and debt administration activity during the years ended June 30, 2019, 2018, or 2017.

Overview of the Financial Statements and Financial Analysis, Continued

Economic Factors and Premium Rates

OSAG's management considered many factors when developing the annual operating budget for the fiscal year ending June 30, 2019.

The budget for the fiscal year ending June 30, 2019 was developed based upon the following key assumptions:

- Premium contributions are based upon the cost of excess insurance quoted by CompSource Mutual plus administrative costs.
- Investment income is projected to be approximately 1 percent of the market value of total investments.
- Stop-loss premiums deviate annually based on current workers' compensation market levels and profitability of the group.

ROSE ROCK
CPAs

Independent Auditors' Report

To the Board of Trustees
Oklahoma School Assurance Group
Oklahoma City, Oklahoma

Report on the Financial Statements

We have audited the accompanying financial statements of Oklahoma School Assurance Group ("OSAG"), which comprise the statements of net position as of June 30, 2019 and 2018, and the related statements of revenues, expenses and changes in net position and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to OSAG's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of OSAG's internal controls. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of OSAG as of June 30, 2019 and 2018, and the changes in its net position and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Rose Rock CPAs PLLC

Edmond, Oklahoma
November 22, 2019

OKLAHOMA SCHOOL ASSURANCE GROUP

STATEMENTS OF NET POSITION

	June 30 2019	June 30 2018
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 1,585,854	$ 2,428,443
Premiums receivable, net	-	45,906
Investments	7,780,376	7,394,642
Other assets	853	2,022
TOTAL CURRENT ASSETS	9,367,083	9,871,013
INVESTMENTS	3,409,648	2,760,365
TOTAL ASSETS	$ 12,776,731	$ 12,631,378
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Due to members	$ 3,349,736	$ 1,007,398
Due to CompSource Mutual	9,324	295,492
Premiums received in advance	1,114,855	1,307,931
Policy and contract retention reserves	1,896,890	3,846,282
Other payables	1,669	733
TOTAL CURRENT LIABILITIES	6,372,474	6,457,836
TOTAL LIABILITIES	6,372,474	6,457,836
NET POSITION		
Unrestricted net position	6,258,812	6,053,302
Restricted net position	145,445	120,240
TOTAL NET POSITION	6,404,257	6,173,542
TOTAL LIABILITIES AND NET POSITION	$ 12,776,731	$ 12,631,378

See notes to financial statements.

OKLAHOMA SCHOOL ASSURANCE GROUP

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	Year Ended June 30	
	2019	2018
OPERATING REVENUES		
Premium income	$21,562,995	$20,654,462
OPERATING EXPENSES		
Cost of stop-loss insurance	16,636,507	16,195,236
Claims administration fee	1,992,076	1,777,317
Marketing and general consulting fee	2,228,884	2,052,443
Professional services	324,050	315,746
Safety equipment grants	227,280	-
Insurance expense	36,976	44,228
Membership services-seminars	12,473	3,336
Board meeting expenses	479	9,371
Conferences	31,178	11,414
Sponsorship fees	52,954	66,988
Postage and printing expense	11,871	9,544
Telephone	3,895	3,015
Office expenses	15,351	19,066
Travel	6,809	11,129
Consulting fees	17,274	12,984
Other	87,758	37,978
TOTAL OPERATING EXPENSES	21,685,815	20,569,795
OPERATING INCOME (LOSS)	(122,820)	84,667
NONOPERATING REVENUES (EXPENSES)		
Investment income	336,745	15,281
Scholarship fundraising	24,790	25,240
Scholarship expense	(8,000)	(8,000)
NET NONOPERATING REVENUES	353,535	32,521
CHANGE IN NET POSITION	230,715	117,188
NET POSITION AT BEGINNING OF YEAR	6,173,542	6,056,354
NET POSITION AT END OF YEAR	$ 6,404,257	$ 6,173,542

See notes to financial statements.

OKLAHOMA SCHOOL ASSURANCE GROUP

STATEMENTS OF CASH FLOWS

	Year Ended June 30 2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Premium income received	$ 20,362,521	$ 19,870,012
Cash received for claims covered by stop-loss insurance	-	1,442,263
Cash received for member performance dividends	1,646,104	-
Cash payments for stop-loss insurance, claims, marketing and general administrative fees and other operating expenses	(21,643,422)	(20,569,780)
Benefit payments to policy holders	(526,310)	(1,776,633)
NET CASH USED IN OPERATING ACTIVITES	(161,107)	(1,034,138)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Contributions from scholarship fundraising	24,790	25,240
Cash payments on scholarship expense	(8,000)	(8,000)
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	16,790	17,240
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sales and maturity of investments	7,050,501	9,136,860
Purchases of investments	(7,892,630)	(8,670,948)
Investment income received	143,857	133,980
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	(698,272)	599,892
NET CHANGE IN CASH AND CASH EQUIVALENTS	(842,589)	(417,006)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	2,428,443	2,845,449
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 1,585,854	$ 2,428,443
RECONCILIATION OF OPERATING INCOME TO NET CASH USED IN OPERATING ACTIVITIES:		
Operating income (loss)	$ (122,820)	$ 84,667
Adjustments to reconcile operating income (loss) to net cash used in operating activities:		
Provision for doubtful accounts	45,906	-
Changes in operating assets and liabilities:		
Due from CompSource Mutual	-	272,223
Premiums receivable	-	(45,906)
Other assets	1,169	(1,871)
Due to members	2,342,338	210,951
Due to CompSource Mutual	(286,168)	295,492
Premiums received in advance	(193,076)	9,315
Policy and contract retention reserves	(1,949,392)	(1,859,024)
Other payables	936	15
NET CASH USED IN OPERATING ACTIVITIES	$ (161,107)	$ (1,034,138)
SUPPLEMENTAL CASH FLOW DISCLOSURE		
Net unrealized gain (loss) on investments	$ 201,393	$ (23,744)

See notes to financial statements.

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization: Oklahoma School Assurance Group ("OSAG") was established by an agreement with an effective date of June 1, 1994, and a duration of fifty years, unless sooner dissolved or extended. OSAG is an Interlocal Cooperation Act Agency of schools offering membership to Oklahoma public and vocational technical school districts with the mission of providing efficient and economical workers' compensation services to its members.

OSAG has created a Workers' Compensation Plan Fund and an Operating Fund. The purpose of the Workers' Compensation Plan Fund is to provide workers' compensation coverage through CompSource Mutual Insurance Company ("CompSource Mutual") to participating school districts in the state of Oklahoma as required by the Oklahoma Workers' Compensation Act. One basic insurance plan exists for covered employee claims of participating school districts. Covered employees include management, teachers, volunteers, and other full and part-time employees. The purpose of the Operating Fund is to provide management to the Workers' Compensation Plan Fund. For financial statement presentation purposes, the two funds have been combined with all inter-fund activity eliminated.

All affairs of OSAG are governed by a Board of Trustees elected by and from its members. Trustee responsibilities include reviewing and ensuring compliance with OSAG's policies and services as contemplated in its establishing agreement. For the years ended June 30, 2019 and 2018, the Board of Trustees contracted with Consolidated Benefits Resources to be the third-party administrator responsible for claims processing and management for OSAG members and The Beckman Company to serve as the marketing agent and professional insurance consultant. Fees payable to Consolidated Benefits Resources and The Beckman Company are determined on a member-by-member basis at the time the risk is underwritten.

Title to all assets acquired by OSAG is vested in it. In the event of termination, such property shall belong to the then members of OSAG in equal shares. Each participating school district pays for all costs, premiums, or other fees attributable to its respective participation in any plan, policy, or service created in the establishing agreement and the service agreement with CompSource Mutual. Each school district is responsible for its obligation under any contract entered into with OSAG.

Financial Statement Presentation: OSAG's financial statements are presented in accordance with requirements of the Governmental Accounting Standards Board ("GASB") specific to enterprise fund activities. Under these requirements, OSAG is required to present a statement of net position classified between current and noncurrent assets and liabilities, a statement of revenues, expenses and changes in net position, with separate presentation for operating and nonoperating revenues and expenses and a statement of cash flows, using the direct method.

Basis of Accounting: For financial reporting purposes, OSAG is considered a special-purpose government entity engaged only in business-type activities. Accordingly, OSAG's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred.

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--CONTINUED

Revenue Recognition: Insurance contracts with member school districts are for a one-year period beginning July 1 through June 30. Premiums are determined on a member-by-member basis and are due at the beginning of each contract period and are recognized as revenue over the period of the contract. Each school district's premium is based on its loss history for the last five years with the last three years having greater significance. Premiums received in advance are amounts received in excess of amounts due and for which coverage has not yet been provided.

Each premium includes an amount designated to cover administrative expenses of OSAG, which is determined annually by the Board of Trustees.

Cash, Cash Equivalents and Other Deposits: OSAG considers all demand deposit accounts and investments with original maturities of 90 days or less, excluding money market mutual funds held in OSAG's investment portfolio, to be cash equivalents. As circumstances dictate, amounts in each fund's main checking account are swept into interest-bearing accounts that are insured or collateralized by U.S. government securities. Non-negotiable certificates of deposit with original maturities of 90 days or more are classified as investments for financial reporting purposes.

Investments: OSAG reports most types of investments at fair value in the statements of net position and reports all investment income, including changes in fair value of investments, as revenue in the statements of revenues, expenses, and changes in net position.

Investments are classified as current and noncurrent consistent with the contractual maturities of investments that mature within a year and greater than a year, respectively. All investments with no stated maturity are considered current. Investments in pooled investment funds and U.S. Govt securities-based-mutual funds are reported as current in the accompanying statements of net position as OSAG has the ability to redeem these investments on at least a weekly basis. For purposes of interest rate risk disclosure (see Note B), the average maturities of the fund holdings are used to indicate interest rate risk. OSAG's investments can be liquidated and converted into cash based on management's determination; however, penalties may be incurred with an early redemption.

Premiums Receivable, net: Premiums receivable consists of amounts billed to members for insurance premiums. OSAG determines its allowance for premiums receivable by considering a number of factors, including length of time accounts receivable are past due and the previous payment history. Once an allowance for doubtful accounts has been established, OSAG continues collection efforts and any payments subsequently received on such receivables are credited to the operating expenses. The allowance for doubtful accounts was $45,906 and $0 at June 30, 2019 and 2018, respectively.

Due to CompSource Mutual: Due to CompSource Mutual consists of retention claims paid by CompSource Mutual for which OSAG is responsible for reimbursement. In December 2017, CompSource Mutual began paying OSAG retention claims using Compsource Mutual paper. Any OSAG retention claims paid by CompSource Mutual subsequent to December 1, 2017 are the responsibility of OSAG, and OSAG is required to reimburse CompSource Mutual for these cumulative retention payments.

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--CONTINUED

Due to Members: Retention credits and performance dividends are accrued by OSAG and applied toward future member policy premiums. Due to members consists of $1,703,632 in retention credits and $1,646,104 in performance dividends as of June 30, 2019. The retention credits will be applied toward fiscal year 2020 member premiums while the performance dividends are expected to be applied to fiscal year 2021 member premiums that will be billed in May of 2020. Due to members consisted of $1,007,398 as of June 30, 2018 and was applied toward fiscal year 2019 member premiums.

Policy and Contract Retention Reserves: OSAG's liability for policy and contract retention reserves is generally limited to the prior three policy periods. Each individual member's liability is limited to its specific retention level (amount set aside each policy period to pay claims of member employees) for each policy period. Actual member claims in excess of the retention level for a policy period are covered by a stop-loss insurance agreement with CompSource Mutual (see Note D). Unused retention for a policy period accrues to the benefit of the specific member upon expiration of the three-year period. If any unused retention remains for any member, that amount will generally be issued as a credit toward the following year's premium for active members only. At the discretion of OSAG, if at the end of the three-year period a member has significant ongoing claims, a portion of that member's unused retention may be held for payment of subsequent claim activity. Subsequent qualifying claims for a policy period in which the member's unused retention was either refunded or applied as a credit are to be paid by OSAG. Policy contracts under the first dollar coverage program (see Note E) do not have policy or contract retention reserves, as all claims under this program have been ceded to CompSource Mutual.

Classification of Revenues: OSAG has classified its revenues as either operating or nonoperating revenues. Operating revenues include transactions that constitute OSAG's principal ongoing operations, such as premiums. Nonoperating revenues consist of other revenue sources that are defined as nonoperating revenues, such as contributions and investment income.

Net Position: OSAG's net position is classified as follows.

Unrestricted: Unrestricted net position represents resources derived from member premiums. These resources are used for transactions relating to the operations of OSAG and may be used at the discretion of the Board of Trustees to meet current expenses.

Restricted Net Position: Restricted expendable net position is derived from funds raised for the Gene Keith Scholarship. These resources are used for scholarships awarded annually by OSAG.

Insurance Premiums: Insurance premiums, which are determined on a member-by-member basis and include administrative fees and excess insurance premiums, are recognized as income ratably over the terms of the policies.

Tax Status: OSAG is a public entity organized under the laws of the state of Oklahoma. The income it earns in the exercise of its essential government function and which accrues to political subdivisions of the State of Oklahoma is exempt from federal income taxes under Internal Revenue Code Section 115(a).

NOTE A--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES--CONTINUED

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates, and such amounts could be significant.

Date of Management's Review of Subsequent Events: Management has evaluated subsequent events through November 22, 2019, which is the date the financial statements were available to be issued, and determined that no subsequent events have occurred that require adjustment to or disclosure in the financial statements.

NOTE B--DEPOSITS AND INVESTMENTS

Custodial Credit Risk - Deposits: Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging institution's trust department or agency but not in the depositor-government's name. As of June 30, 2019 and 2018, OSAG had cash on deposit with financial institutions of approximately $1,611,000 and $2,435,000, respectively, which is either insured via federal deposit insurance or collateralized with securities held by pledging financial institutions in OSAG's name.

Custodial Credit Risk - Investments: OSAG does not have a written policy for custodial credit risk. Investments are exposed to custodial credit risk if they are uninsured, are not registered in OSAG's name, or are held by a counterparty or the counterparty's trust department but not in OSAG's name. As of June 30, 2019 and 2018, OSAG's investments are held by its agent in OSAG's name. Accordingly, no investments are subject to custodial credit risk.

Credit Risk: Credit risk is the risk than an issuer or other counterparty to an investment will default or will otherwise not fulfill its obligations. Investments issued by or explicitly guaranteed by the U.S. Government are not considered to have credit risk. As of June 30, 2019 and 2018, OSAG has approximately $4,268,000 and $3,822,000, respectively, in certificates of deposit that are insured via federal deposit insurance and approximately $2,939,000 and $2,768,000, respectively, in U.S. Treasury bonds that are explicitly guaranteed by the U.S. Government. Credit ratings for other debt securities are provided below:

NOTE B--DEPOSITS AND INVESTMENTS--CONTINUED

Credit Risk--Continued:

	June 30, 2019		June 30, 2018	
	Triple-A	Not Rated or Rating Not Available	Triple-A	Not Rated or Rating Not Available
U.S. Govt securities-based mutual funds	$ 1,040,622	$ -	$ 746,582	$ -
Pooled investment funds	-	2,805,206	-	2,711,185
	$ 1,040,622	$ 2,805,206	$ 746,582	$ 2,711,185

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates that will adversely affect the fair value of an investment. OSAG discloses its exposure to interest rate risk by disclosing the maturity dates of its various investments by date range as outlined in the following table. Although it does not have a written policy to address interest rate risk, OSAG's management and Board of Trustees monitor its investment performance on an ongoing basis to limit OSAG's interest rate risk.

Maturities of investments are as follows:

	June 30, 2019		
	Investment Maturities (In Years)		
Investment Type	Carrying Value	Less Than 1	1-5
U.S. Govt securities-based mutual funds	$ 1,040,622	$ 1,040,622	$ -
Pooled investment funds	2,805,206	-	2,805,206
Certificates of deposit	4,267,781	2,697,235	1,570,546
U.S. Treasury bonds	2,939,102	1,100,000	1,839,102
	$ 11,052,711	$ 4,837,857	$ 6,214,854

	June 30, 2018		
	Investment Maturities (In Years)		
Investment Type	Carrying Value	Less Than 1	1-5
U.S. Govt securities-based mutual funds	$ 746,582	$ 746,582	$ -
Pooled investment funds	2,711,185	-	2,711,185
Certificates of deposit	3,821,736	1,061,371	2,760,365
U.S. Treasury bonds	2,768,076	2,768,076	-
	$ 10,047,579	$ 4,576,029	$ 5,471,550

NOTE B--DEPOSITS AND INVESTMENTS--CONTINUED

Concentration of Investment Credit Risk: Exposure to concentration of credit risk is considered to exist when investments in any one issuer represent a significant percentage of total investments of OSAG (any over 5 percent are disclosed). Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools and other pooled investments are excluded from this consideration. At June 30, 2019 and 2018, OSAG has no individual investments in any issuer exceeding 5 percent of total investments.

Fair Value Measurements: The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (level 1) and the lowest priority to unobservable inputs (level 3). The three levels of the fair value hierarchy are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Fund has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets in active markets;
- Quoted prices for identical or similar assets in inactive markets;
- Inputs other than quoted prices that are observable for the asset;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

NOTE B--DEPOSITS AND INVESTMENTS--CONTINUED

Fair Value Measurements, Continued:

The following is a description of the valuation methodologies used for assets measured at fair value:

Certificates of deposits (brokered): Valued using observable inputs from active or inactive markets for the exact or similar securities.

Mutual funds, U.S. Treasuries and U.S. Government securities-based mutual funds: Valued at quoted prices for identical securities in active markets.

Certificates of deposits (non-brokered): Measured at amortized cost.

Investments at fair value consist of the following at June 30:

	2019			
	Level 1	Level 2	Level 3	Total
Certificates of deposit (brokered)	$ -	$ 4,022,781	$ -	$ 4,022,781
Mutual funds	137,313	-	-	137,313
U.S. Treasury bonds	2,939,102	-	-	2,939,102
U.S. Government securities-based mutual funds	1,040,622	-	-	1,040,622
Total Investments by fair value level	$ 4,117,037	$ 4,022,781	$ -	8,139,818
Investments measured at amortized cost:				
Certificates of deposit (non-brokered)				245,000
Pooled investment funds *				2,805,206
Total investments				$ 11,190,024

NOTE B--DEPOSITS AND INVESTMENTS--CONTINUED

	2018			
	Level 1	Level 2	Level 3	Total
Certificates of deposit (brokered)	$ -	$ 3,576,736	$ -	$ 3,576,736
Mutual funds	107,428	-	-	107,428
U.S. Treasury bonds	2,768,076	-	-	2,768,076
U.S. Government securities-based mutual funds	746,582	-	-	746,582
Total Investments by fair value level	$ 3,622,086	$ 3,576,736	$ -	7,198,822
Investments measured at amortized cost:				
Certificates of deposit (non-brokered)				245,000
Pooled investment funds *				2,711,185
Total investments				$ 10,155,007

* - Certain assets have been presented as part of investments on the statements of net position but are not classified in the fair value hierarchy. The amounts in this table are intended to permit reconciliation of the fair value of investments in the fair value hierarchy to the amounts presented in the statements of net position.

Pooled investment funds consist solely of one fund invested in an array of direct obligation bonds of the United States Government, its agencies, instrumentalities or sponsored entities. This fund is valued using the net asset value ("NAV") of the pool. OSAG has no unfunded commitments related to this investment type. Shares are redeemable weekly at the NAV at the time of redemption.

NOTE C--POLICY AND CONTRACT RETENTION

Prior to the 2017 policy year, an aggregate deductible policy was available to members which included policy and contract retention amounts. Policy and contract retention reserves provide for reported claims on a case-by-case basis. Policy and contract retention reserves not required to settle claims will be used to reduce future premium costs of the member.

NOTE C--POLICY AND CONTRACT RETENTION--CONTINUED

The following reconciles the changes in aggregate policy and contract retention liabilities for the years ended June 30:

	2019	2018
Policy and contract retention reserves at beginning of year	$ 3,846,282	$ 5,705,306
Claims covered under stop-loss contracts	-	1,214,173
Benefit payments to policyholders by OSAG	(242,951)	(1,776,633)
Benefit payments to policyholders by CompSource Mutual to be reimbured by OSAG	(2,809)	(289,166)
Accrued refunds to qualifying members	(1,703,632)	(1,007,398)
Policy and contract retention reserves at end of year	$ 1,896,890	$ 3,846,282
Current portion of policy and contract retention reserves	$ 1,896,890	$ 3,846,282

At June 30, 2019 and 2018, total policy and contract retention reserves approximated the aggregate amount of unused member retention levels. The following is a summary of the liability by year:

Policy Year	2019	2018
2016	$ 1,299,604	$ 3,200,987
2015	589,722	641,232
2014	4,853	-
2013	-	-
2012	2,175	2,175
2011 and prior	536	1,888
	$ 1,896,890	$ 3,846,282

Although the three-year period for aggregate policy and contract retention liabilities have all expired as of June 30, 2019, OSAG still has policy and contract retention reserves for certain members that were not refunded due to significant ongoing claim activity. These reserves are expected to be reduced by subsequent claim activity. Any unused retention reserves for these members that remain after the related claims have been closed are expected to be refunded or applied to future premiums.

Unused retention refunded to qualifying members for the policy year ended June 30, 2016 totaled $1,703,632 to be applied to fiscal year 2020 premiums, or to satisfy subsequently incurred claims.

Unused retention refunded to qualifying members for the policy year ended June 30, 2015 totaled $1,007,398 and was applied to fiscal year 2019 premiums.

NOTE D--STOP-LOSS INSURANCE

OSAG's Workers' Compensation Plan has contracted with CompSource Mutual to provide coverage within a policy period for aggregate deductible policies when an individual member's claims exceed its specific retention level. As outlined in the stop-loss agreement, each individual member's liability for claim losses is limited to its respective retention level for the specific policy period. For the year ended June 30, 2019, CompSource Mutual, through Consolidated Benefit Resources, paid approximately $1,211,000 in aggregate deductible claim payments exceeding retention amounts.

NOTE E--FIRST DOLLAR COVERAGE

First dollar coverage insurance became available to group members on July 1, 2002. Under the first dollar coverage program, premiums are calculated each year, and prior to December 2017, CompSource Mutual placed an initial amount in escrow in the name of OSAG in order to fund a claims payment account for the first dollar coverage group. OSAG, through Consolidated Benefits Resources, billed CompSource Mutual on a monthly basis for claim payments made in the preceding month. Subsequently, all claims payments are processed by Consolidated Benefits Resources on CompSource mutual paper. For the year ending June 30, 2019, CompSource Mutual, through Consolidated Benefits Resources, paid approximately $14,220,000 in claims under the first dollar coverage program. Starting with the 2017 policy year, all OSAG members are participating in the first dollar coverage program.

CompSource Mutual offers a performance dividend program based upon individual member loss ratios and premium amounts. Valuation of the performance dividends will be twenty-four (24) months after inception of the policy. Performance dividends earned by members, which are due from CompSource Mutual, are considered agency transactions with any amounts received by OSAG being owed to OSAG members. If a performance dividend is earned by a member that is no longer a member of OSAG at the time of payment, the performance dividend will be payable to OSAG. During the year ended June 30, 2019, OSAG received $1,646,104 in performance dividends from CompSource Mutual that will be applied toward future member premiums. This liability is included in due to members in the accompanying statements of net position. OSAG did not receive any performance dividends from CompSource Mutual and no liability was recorded at June 30, 2018.

NOTE F--CONTINGENCY

The insurance agreements with CompSource Mutual minimize losses that could arise from excess workers' compensation claims or those of an unusual nature. Although the ceding of insurance does not discharge OSAG from its primary responsibility to its member school districts, the insurance company that provides the stop-loss coverage assumes the related liability when an individual member's claims exceed its specific retention level within a policy period.

For accounting purposes, it is the practice of the original insurer, to the extent of the coverage ceded, to treat such risks as though they are not liable. Failure of the stop-loss carrier to honor its obligation could result in losses to OSAG. OSAG's management evaluates the financial condition of its carrier to minimize its exposure to significant losses and believes the carrier presently used is financially sound and will be able to meet its contractual obligations.

FY 2020-2021

ONGOING

CONTRACTS

This section contains contracts/agreements that have been previously board approved. All are ongoing in nature and represent obligations/responsibilities of our district.

Throughout the fiscal year, as new contracts or amendments are received, individual board action will be taken.

CONSTRUCTION-RELATED PROJECTS

Architects in Partnership LLC – Cameron Turf Replacement
Architects in Partnership LLC – Child Nutrition Freezer/Refrig Replacement
Architects in Partnership LLC – Child Nutrition Warehouse Reroof
Pat Henry Reroof
MHS Gym Foyer/Locker Rms Reroof
Woodland Hills 2005 Add Reroof
Architects in Partnership LLC – CMS HVAC Repair
Architects in Partnership LLC – Douglass Learning Center Window Replacement
Architects in Partnership LLC – LHS Window Replacement & Vestibule
Architects in Partnership LLC – LHS Gym/Auditorium HVAC
Architects in Partnership LLC – MHS Aud/Gym/Admin HVAC Renovation
Architects in Partnership LLC – Ron Stephens Stadium Wall Repair
Architects in Partnership LLC – Eisenhower Middle School/Safe Rooms
Architects in Partnership LLC – TMS Gym HVAC Renovation
Cavins Construction Group LLC – Child Nutrition Freezer/Refrig Replacement
Cavins Construction Group LLC – MHS Gym HVAC Renovation
Crossland Construction Co Inc–Const Manager at Risk - EMS/Safe Rooms
Fieldturf USA Inc – Cameron Turf Replacement
Hunter Mechanical & Controls Inc – CMS HVAC Repair
Landmark Engineering – Ron Stephens Stadium Wall Repair
RCJ Construction Inc – MHS Aud/Admin HVAC Renovation
RCJ Construction Inc – TMS Gym HVAC Renovation
Super Roofs Inc – MHS, Pat Henry, CN Warehouse Reroofs

CONTRACTS/AGREEMENTS

5 Star Sports – football tickets provided free
Academy Sports + Outdoors – Athletic Sponsorship
Arvest Bank – Affinity Marketing Agreement
BOK Financial Securities (see Public Finance Law Group PLLC) – 2017 Bond
Bond Counsel Services and BOK Financial Securities
Boy Scouts Act – LPS to provide meeting space
Cameron University – Stadium Lease Agreement (expires June 30, 2030)
Cameron University – Teacher Residency Program (for first-yr teachers)
CE Wade Jr – Attorney
Children's Internet Protection Act (CIPA) – district requirement
City of Lawton – Baseball Field Use (City summer baseball league)
City of Lawton – East Side Park (MHS parking lot and tennis courts)
City of Lawton – Joint Use Agreement for Grandview Sports Complex
City of Lawton – Lease Purchase Agreement (original LHS)
City of Lawton – Access Agreement (Elmer Thomas Park-Shoemaker Center)
City of Lawton – Law Enforcement Services Mutual Aid Agreement
City of Lawton – Easements (6) for sidewalk/bicycle path (CMS-Shoemaker Center)
City of Lawton – Open Space Use Agreement (flood plain compliance)
City of Lawton – Construction Right of Way of SW 52nd Street (Gore to Railroad)
Comanche County Educational Facilities Authority – Lease Purchase Agreement
(Bond 2017 – expires 2028)
Comanche County Facilities Authority "Jail" –provide studies to inmates that are students
Comanche County Health Dept – MIPS (Push Partner) for disease prevention
Comanche County Health Dept – Back-up Transportation
Comanche County Health Dept - Care & Feed @ MHS during an emergency
Comanche County (ASCOG) Natural Hazard Mitigation Plan
Crossroads Youth & Family Services Inc (Headstart) – Lease (expires 2022)

Cummins-Setters Commercial Partners LLC – Johnny Owens
Commercial Properties Inc –
Broker Duties and Exclusive Real Estate Listing Agreements

52nd & Quanah Parker Trailway	Jackson Elementary
Park Lane Elementary	Swinney Elementary
Taft Elementary	Wilson Elementary

And Contract for Sale of Wilson Elementary property
Dr. Dan Horton – District Physician
Diane Branstetter – Branstetter Financial Consultant
Employee Benefits:
403(b) Plan Document
457(b) Deferred Compensation Plan (American Fidelity)
American Fidelity Assurance Company (Third Party Sick Pay Reporting)
American United Life Insurance Company
MetLife Long-Term Care Multi-Life Program
Section 125 Flexible Benefit Plan (employee benefits)
National Benefit Services (Service Agreement for Employee Benefits)
E-RATE - Collect-Ed, CDW Government LLC, OneNet, Peak Methods, & Unite Private Networks
FFA Vehicle Lease

Christopher Conway	Provided only one full contract because terms &
Courtney Miller	conditions are the same for all.
Heaven Kern	Insurance verification is provided for each
Lindsey Hoerbert	vehicle and kept in file.

Fidelity Communications, Inc. – Cable Service/Broadcast Service
Fort Sill Lease – Freedom Elementary (expires August 2037)
Fort Sill Garrison DFMWR – work-related transition program
Great Plains Technology Center – Lease Bus from LPS
Great Plains Technology Center – LPS to provide Career Advisor
Great Plains Technology Center – Intro Engineering Design & Principles of Engineering
Great Plains Technology Center - SCORE Program
Great Plains Technology Center – Pre-Engineering & Biomedical Science Academies
Impact Aid Indian Policies and Procedures
INET Communications – Trunk Service Agreement (expires 2021)
Infinite Campus – Student Information, Teacher Gradebook, Child Nutrition
Juvenile Bureau – Project Safe Neighborhood (Gang Intervention)
Kevin W Hime – Superintendent of Schools

Kollegetown Sports/Riddell – MHS Soccer Sponsorship (expires Feb 2022)
Lawton-Fort Sill Chamber of Commerce – Vocational Training Program
Level 10 (KLK Holdings) – commission on merchandise sales with school marks
LRG Prep LLC (NFHS) – commission on merchandise sales with school marks
Marie Detty Youth & Family Services Inc (resident facility)
Museum of the Great Plains (items on loan for display)
Need My Transcript – standardized procedure to obtain student records
New Lion Media Group – commission on merchandise sales with school marks
Nora O'Neal Adult Day Care – transitional program vocational training
Ohiopyle Prints (My Town) – commission on merchandise sales with school marks
OK Works for All (OKWFA) – training for students/families (IEPs)
Oklahoma City Community College – healthcare student rotations
Okla Federal Surplus Property Program - eligible to acquire surplus property
Okla State Dept of Education – Positive Behavior Intervention Support (Learning Tree Academy)
Oklahoma State Regents for Higher Education – assist with FAFSA
OU College of Nursing - clinical assignments for student nurses
Pitney Bowes Lease Agreements – mailing system in Media Center
Playcare Inc - Program for 4 year olds (we provide teachers/teacher assistants)
Public Finance Law Group PLLC – (2017 Bond)
Bond Counsel Services and BOK Financial Securities
Rank One Sport – maintain athletic information (web-based)
Regional Food Bank School Pantry Program – CMS,EMS,EHS,LHS,MMS,TMS,Gateway
(only provided one copy – all schools the same)
Residential Facilities LLC – provide educational services to residents
Solomon Amendment & FERPA – Military Recruiter access
Spectrum Behavioral Health Care – IEP services for a student
State Dept of Health – Immunization Information System
TAC Energy Solutions (Schneider Electric) – Energy Savings (expires 2024)
Tulsa Job Corp – LPS to provide office space for counselor at Douglass Learning Center
Tyler Technologies – Bus Routing Software
Under Armour/BSN – MHS Football Sponsorship
USAO – Speech Language Pathology Program Clinicals
Unite Private Networks LLC – Brockland (connect new)
Unite Private Networks LLC – EMS internet services (disconnect old, connect new)
WW Vending – Vending Machines in secondary schools

Westwood Baptist Church - Emergency situations – Learning Tree Academy
Wichita Mountains Prevention Network (Lawton/Ft Sill Community Coalition)
Williston State College – Speech Language Pathology Assist Clinicals
Wright's Media – LHS 2017 Award Badge for US News Best High Schools
XCEL Office Solutions – District Copier Contract
Xerox Corporation – Media Center Copier Lease Agreement
Zonar Systems Inc/Safe Stop – Bus GPS/Student Tracking system

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BOARD APPROVED
DEC 09 2019
LAWTON PUBLIC SCHOOLS

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand _____
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

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

Lawton Public Schools – Cameron Stadium – McMahon Field Turf Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Synthetic turf replacement at McMahon Field of Cameron Stadium.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor:

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

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Twenty Thousand Dollars ($20,000.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
CARLA CLODFELTER, President Lawton Public Schools Board of Education *(Printed name and title)*	Gang Li, Principal Architects in Partnership, LLC *(Printed name, title, and license number, if required)*
OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Lawton Public Schools *(Printed name and title)*	Matt Graves, Principal Architects in Partnership, LLC *(Printed name and title)*

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EXHIBIT A

CONCEPTUAL PLANS

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EXHIBIT B

MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

B: Basic Services

A: Additional Services

X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

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B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

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9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the **Design Development Phase**, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

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3. Agency Consulting/Review/Approval services consisting of design development activities including:

B	Agency consultations.
B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of design development activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in obtaining data.

5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

B	Plans, sections and elevations.
B	Materials selection.
B	Three dimensional sketches.
B	Equipment layouts.
B	Typical construction details.
X	Study model(s).

6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:

B	Basic structural system and dimensions.
B	Structural design criteria.
B	Foundation design criteria.
B	Preliminary sizing of major structural components.
B	Critical coordination clearances.

7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:

B	Approximate equipment sizes and capacities.
B	Preliminary equipment layouts.
B	Required space for equipment.
B	Required chases and clearance.

8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:

B	Criteria for lighting, electrical and communications systems.
B	Approximate sizes and capacities of major components.
B	Preliminary equipment layouts.

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B	Required space for equipment.
B	Required chases andclearances.

9. Civil Design services

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. Materials Specifications services consisting of activities by architectural personnel in:

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

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3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	By CM
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

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B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

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3. Addenda services

B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4. Bidding/Negotiations services consisting of:

B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM

5. Analysis of Alternates/Substitutions services

B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

6. Bid Evaluation services consisting of:

B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	

7. Construction Contract Agreements services consisting of:

B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.
B	Arranging for and coordination of testing and inspection on Owner's behalf.
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

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	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. Project Schedule Monitoring services

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. Construction Cost Accounting services consisting of:

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Projectbasis.

1. Project Administration services consisting of post construction administrative functions including:

B	Consultation
X	Conferences

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X	Communications and progress reports.
B	Travel time.

2. Maintenance and Operational Programming services consisting of:

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. Start-Up Assistance services consisting of:

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination ofremedial work by the Contractor(s) after final completion

4. Record Drawings services consisting of:

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to theOwner.

5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:

B	Warranty items indefect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. Model Construction services consisting of preparation of:

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X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

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X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

----------End of Exhibit B----------

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BOARD APPROVED
JAN 17 2019
LAWTON PUBLIC SCHOOLS

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17th day of January in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

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

Lawton Public Schools – District Warehouse Freezer & Refrigerator Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Tom Deighan, Superintendent
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Fifty Eight Thousand and Forty Dollars ($58,040.00)

.2 Percentage Basis
(Insert percentage value)

( )% of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
KENT JESTER, President Lawton Public Schools Board of Education *(Printed name and title)*	Gang Li, Principal Architects in Partnership, LLC *(Printed name, title, and license number, if required)*
OWNER *(Signature)* Tom Deighan, Superintendent Lawton Public Schools *(Printed name and title)*	**ARCHITECT** *(Signature)* Matt Graves, Principal Architects in Partnership, LLC *(Printed name and title)*

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EXHIBIT A

CONCEPTUAL PLANS

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EXHIBIT B

MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

B: Basic Services

A: Additional Services

X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

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B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

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9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the **Design Development Phase**, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

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3. Agency Consulting/Review/Approval services consisting of design development activities including:

B	Agency consultations.
B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of design development activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in obtaining data.

5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

B	Plans, sections and elevations.
B	Materials selection.
B	Three dimensional sketches.
B	Equipment layouts.
B	Typical construction details.
X	Study model(s).

6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:

B	Basic structural system and dimensions.
B	Structural design criteria.
B	Foundation design criteria.
B	Preliminary sizing of major structural components.
B	Critical coordination clearances.

7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:

B	Approximate equipment sizes and capacities.
B	Preliminary equipment layouts.
B	Required space for equipment.
B	Required chases and clearance.

8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:

B	Criteria for lighting, electrical and communications systems.
B	Approximate sizes and capacities of major components.
B	Preliminary equipment layouts.

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B	Required space for equipment.
B	Required chases andclearances.

9. Civil Design services

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. Materials Specifications services consisting of activities by architectural personnel in:

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

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3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	By CM
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

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B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

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3. Addenda services

B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4. Bidding/Negotiations services consisting of:

B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM

5. Analysis of Alternates/Substitutions services

B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

6. Bid Evaluation services consisting of:

B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	

7. Construction Contract Agreements services consisting of:

B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.
B	Arranging for and coordination of testing and inspection on Owner's behalf.
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

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	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. Project Schedule Monitoring services

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. Construction Cost Accounting services consisting of:

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase,** the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Projectbasis.

1. Project Administration services consisting of post construction administrative functions including:

B	Consultation
X	Conferences

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X	Communications and progress reports.
B	Travel time.

2. Maintenance and Operational Programming services consisting of:

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. Start-Up Assistance services consisting of:

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination ofremedial work by the Contractor(s) after final completion

4. Record Drawings services consisting of:

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to theOwner.

5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:

B	Warranty items indefect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. Model Construction services consisting of preparation of:

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X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

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X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications orstandards.
X	Management of procurement.
X	Coordination ofinstallation.
X	Purchase on the Owner'sbehalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

----------End of Exhibit B----------

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EXHIBIT C
ARCHITECTURAL FEE

CONSTRUCTION VALUES			FEE
$ -0-	-	$ 149,999.00	Negotiable
$ 150,000.00	-	$ 249,999.00	9.50%
$ 250,000.00	-	$ 499,999.00	9.00%
$ 500,000.00	-	$ 749,999.00	8.00%
$ 750,000.00	-	$ 999,999.00	7.50%
$1,000,000.00	-	$1,499,999.00	7.00%
$1,500,000.00	-	$1,999,999.00	6.50%
$2,000,000.00	-	Up	6.00%

1. Add 2% for the renovation and addition portion of projects, if any.

2. Add .25% for Phased Construction

3. Add .5% for Multiple Bid Packages.

----------End of Exhibit C----------

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BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand _____
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

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

Lawton Public Schools – Multiple Reroofs

MacArthur High School Gym Foyer & Locker Rooms Membrane Roof
Pat Henry Membrane Roof & Metal Panel Coating
Woodland Hills 2005 Addition Membrane Roof
Food Service Warehouse Membrane Roof

Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

MacArthur HS Gym Foyer & Locker Rooms Membrane Roof	$4,080
Pat Henry Membrane Roof & Metal Panel Coating	$34,306
Woodland Hills 2005 Addition Membrane Roof	$8,500
Food Service Warehouse Membrane Roof	$10,426

Estimated Reimbursables:

MacArthur HS	$1,000
Pat Henry Thermal Scan	$2,300
Pat Henry	$1,000
Woodland Hills 2005 Addition	$1,000
Food Service Warehouse	$1,000

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)

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Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*

CARLA CLODFELTER, President
Lawton Public Schools Board of Education
(Printed name and title)

ARCHITECT *(Signature)*

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)
DR TOM THOMAS, INTERIM SUPERINTENDENT
Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)
Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

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BOARD APPROVED
OCT 14 2019
LAWTON PUBLIC SCHOOLS

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1500
Fax Number: (405) 360-1431

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

Lawton Public Schools – Central Middle School – HVAC Repair
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design and construction administration services for the addition of a cooling tower to the existing building's ground source heat pump mechanical system.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The preliminary construction cost estimate is $500,000.00.

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services – Thermal Conductivity Test	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Monthly or Bi-monthly visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

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Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

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from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Forty Thousand Dollars ($40,000.00) with reimbursables not to exceed $1,500.00

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.

12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
CARLA CLODFELTER, President Lawton Public Schools Board of Education *(Printed name and title)*	Gang Li, Principal Architects in Partnership, LLC *(Printed name, title, and license number, if required)*
OWNER *(Signature)* Dr. Tom Thomas, Interim Superintendent Lawton Public Schools *(Printed name and title)*	**ARCHITECT** *(Signature)* Matt Graves, Principal Architects in Partnership, LLC *(Printed name and title)*

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EXHIBIT A

CONCEPTUAL PLANS

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EXHIBIT B

MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

B: Basic Services

A: Additional Services

X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

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B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

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9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the **Design Development Phase**, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

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3. Agency Consulting/Review/Approval services consisting of design development activities including:

B	Agency consultations.
B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of design development activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in obtaining data.

5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

B	Plans, sections and elevations.
B	Materials selection.
B	Three dimensional sketches.
B	Equipment layouts.
B	Typical construction details.
X	Study model(s).

6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:

B	Basic structural system and dimensions.
B	Structural design criteria.
B	Foundation design criteria.
B	Preliminary sizing of major structural components.
B	Critical coordination clearances.

7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:

B	Approximate equipment sizes and capacities.
B	Preliminary equipment layouts.
B	Required space for equipment.
B	Required chases and clearance.

8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:

B	Criteria for lighting, electrical and communications systems.
B	Approximate sizes and capacities of major components.
B	Preliminary equipment layouts.

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B	Required space for equipment.
B	Required chases andclearances.

9. Civil Design services

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. Materials Specifications services consisting of activities by architectural personnel in:

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

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3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnelin:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	By CM
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

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B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

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3. Addenda services

B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4. Bidding/Negotiations services consisting of:

B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM

5. Analysis of Alternates/Substitutions services

B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

6. Bid Evaluation services consisting of:

B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	

7. Construction Contract Agreements services consisting of:

B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.
B	Arranging for and coordination of testing and inspection on Owner's behalf.
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

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	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. Project Schedule Monitoring services

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. Construction Cost Accounting services consisting of:

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Projectbasis.

1. Project Administration services consisting of post construction administrative functions including:

B	Consultation
X	Conferences

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X	Communications and progress reports.
B	Travel time.

2. Maintenance and Operational Programming services consisting of:

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. Start-Up Assistance services consisting of:

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination ofremedial work by the Contractor(s) after final completion

4. Record Drawings services consisting of:

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to theOwner.

5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:

B	Warranty items in defect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. Model Construction services consisting of preparation of:

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X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

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X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

----------End of Exhibit B----------

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EXHIBIT C
ARCHITECTURAL FEE

CONSTRUCTION VALUES			FEE
$ -0-	-	$ 149,999.00	Negotiable
$ 150,000.00	-	$ 249,999.00	9.50%
$ 250,000.00	-	$ 499,999.00	9.00%
$ 500,000.00	-	$ 749,999.00	8.00%
$ 750,000.00	-	$ 999,999.00	7.50%
$1,000,000.00	-	$1,499,999.00	7.00%
$1,500,000.00	-	$1,999,999.00	6.50%
$2,000,000.00	-	Up	6.00%

1. Add 2% for the renovation and addition portion of projects, ifany.

2. Add .25% for Phased Construction

3. Add .5% for Multiple Bid Packages.

----------End of Exhibit C----------

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BOARD APPROVED

MAR 09 2015

LAWTON PUBLIC SCHOOLS

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

6-25-15 6-27-19
6-28-16
6-27-17
6-28-18

AGREEMENT made as of the 9th day of March in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072

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

Lawton Public Schools – Douglas Learning Center Window Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 each occurrence, $2,000,000 aggregate

.2 Automobile Liability

$1,000,000 combined single limit.

.3 Workers' Compensation

$1,000,000 each accident.

.4 Professional Liability

$2,000,000 per claim. $2,000,000 aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Rendering at main entry at Lawton High School and Eisenhower High School	Architect	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Monthly) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

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contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

6% of Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point one five percent (1.15%), or as otherwise stated below:

Architect shall be paid $2,500.00 for renderings for the Lawton High Schools Vestibules project and the Eisenhower High School Vestibules project.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent	(	20	%)
Design Development Phase	Fifteen	percent	(	15	%)
Construction Documents Phase	Forty	percent	(	40	%)
Bidding or Negotiation Phase	Five	percent	(	5	%)
Construction Phase	Twenty	percent	(	20	%)
Total Basic Compensation	one hundred	percent	(	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architects	One Hundred Fifty Dollars/Hr. ($150.00/Hr.)
Engineers	One Hundred Fifty Dollars/Hr. ($150.00/Hr.)
Associate Architects	One Hundred Dollars/Hr. ($100.00/Hr.)
Construction Administration	Eighty Dollars/Hr. ($80.00/Hr.)
Intern Architect	Seventy-Five Dollars/Hr. ($75.00/Hr.)
Secretarial	Forty-Five Dollars/Hr. ($45.00/Hr.)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

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

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point one five (1.15) times the amount of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
HELENA JOHN, PRESIDENT	Gang Li, Principal Architects in Partnership, LLC
(Printed name and title)	*(Printed name and title)*
OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Dr. Tom Deighan, Superintendent	Matt Graves, Principal Architects in Partnership, LLC
(Printed name and title)	*(Printed name and title)*

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AIA® Document B101™ – 2007

BOARD APPROVED

MAR 09 2015

LAWTON PUBLIC SCHOOLS

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of March in the year
Two Thousand Fifteen
(In words, indicate day, month and year.)

6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072

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

Lawton Public Schools – Lawton High School Window Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

$5,000.00 PERTAINING TO VESTIBULE DESIGN
RATIFIED: Jan 16, 2020

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 each occurrence, $2,000,000 aggregate

.2 Automobile Liability

$1,000,000 combined single limit.

.3 Workers' Compensation

$1,000,000 each accident.

.4 Professional Liability

$2,000,000 per claim. $2,000,000 aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Rendering at main entry at Lawton High School and Eisenhower High School	Architect	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Monthly) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

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contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

6% of Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Owner shall compensate the Architect $5,000.00 for providing two renderings of new entryways at Lawton High School.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point one five percent (1.15%), or as otherwise stated below:

Architect shall be paid $2,500.00 for renderings for the Lawton High Schools Vestibules project and the Eisenhower High School Vestibules project.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent	(	20	%)
Design Development Phase	Fifteen	percent	(	15	%)
Construction Documents Phase	Forty	percent	(	40	%)
Bidding or Negotiation Phase	Five	percent	(	5	%)
Construction Phase	Twenty	percent	(	20	%)
Total Basic Compensation	one hundred	percent	(	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architects	One Hundred Fifty Dollars/Hr. ($150.00/Hr.)
Engineers	One Hundred Fifty Dollars/Hr. ($150.00/Hr.)
Associate Architects	One Hundred Dollars/Hr. ($100.00/Hr.)
Construction Administration	Eighty Dollars/Hr. ($80.00/Hr.)
Intern Architect	Seventy-Five Dollars/Hr. ($75.00/Hr.)
Secretarial	Forty-Five Dollars/Hr. ($45.00/Hr.)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

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.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

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

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point one five (1.15) times the amount of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
HELENA JOHN, PRESIDENT	Gang Li, Principal Architects in Partnership, LLC
(Printed name and title)	*(Printed name and title)*
OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Dr. Tom Deighan, Superintendent	Matt Graves, Principal Architects in Partnership, LLC
(Printed name and title)	*(Printed name and title)*

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BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

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

Lawton Public Schools – Lawton High School Gym & Auditorium HVAC Renovation
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$1,200,000 preliminary estimate

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*

CARLA CLODFELTER, President
Lawton Public Schools Board of Education
(Printed name and title)

ARCHITECT *(Signature)*

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)
DR TOM THOMAS, INTERIM SUPERINTENDENT
Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)
Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

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BOARD APPROVED

SEP 0 3 2019

LAWTON PUBLIC SCHOOLS

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

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

#1911 - Lawton Public Schools – MacArthur High School Auditorium, Gym & Admin HVAC Renovation
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Cory Miller, Senior Project Manager/Associate

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Forty Seven Thousand Six Hundred Seventy-Four Dollars ($47,674.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (1.5) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
CARLA CLODFELTER, President Lawton Public Schools Board of Education *(Printed name and title)*	Gang Li, Principal Architects in Partnership, LLC *(Printed name, title, and license number, if required)*
OWNER *(Signature)* DR TOM THOMAS, INTERIM SUPERINTENDENT Lawton Public Schools *(Printed name and title)*	**ARCHITECT** *(Signature)* Matt Graves, Principal Architects in Partnership, LLC *(Printed name and title)*

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EXHIBIT A

CONCEPTUAL PLANS

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EXHIBIT B

MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

B: Basic Services

A: Additional Services

X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

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B	Assistance to Owner in obtaining existing drawings and related data.	
B	Assistance to Owner in obtaining soils investigation services.	
B	Assistance to Owner in obtaining topographic survey(s).	
B	Assistance to Owner in obtaining Environmental Assessment.	

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.	
B	Estimate of construction costs.	
B	Estimate of Furniture and Equipment costs.	
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.	

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

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9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the **Design Development Phase**, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

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3. Agency Consulting/Review/Approval services consisting of design development activities including:

B	Agency consultations.
B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of design development activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in obtaining data.

5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

B	Plans, sections and elevations.
B	Materials selection.
B	Three dimensional sketches.
B	Equipment layouts.
B	Typical construction details.
X	Study model(s).

6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:

B	Basic structural system and dimensions.
B	Structural design criteria.
B	Foundation design criteria.
B	Preliminary sizing of major structural components.
B	Critical coordination clearances.

7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:

B	Approximate equipment sizes and capacities.
B	Preliminary equipment layouts.
B	Required space for equipment.
B	Required chases and clearance.

8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:

B	Criteria for lighting, electrical and communications systems.
B	Approximate sizes and capacities of major components.
B	Preliminary equipment layouts.

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B	Required space for equipment.
B	Required chases andclearances.

9. Civil Design services

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. Materials Specifications services consisting of activities by architectural personnel in:

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. Project Administration services consisting of construction documents administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of construction documents activities for:

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

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3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	By CM
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

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B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

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3. Addenda services

B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4. Bidding/Negotiations services consisting of:

B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM

5. Analysis of Alternates/Substitutions services

B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

6. Bid Evaluation services consisting of:

B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	

7. Construction Contract Agreements services consisting of:

B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase,** the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.
B	Arranging for and coordination of testing and inspection on Owner's behalf.
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

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	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. Project Schedule Monitoring services

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. Construction Cost Accounting services consisting of:

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Projectbasis.

1. Project Administration services consisting of post construction administrative functions including:

B	Consultation
X	Conferences

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X	Communications and progress reports.
B	Travel time.

2. Maintenance and Operational Programming services consisting of:

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. Start-Up Assistance services consisting of:

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination ofremedial work by the Contractor(s) after final completion

4. Record Drawings services consisting of:

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to theOwner.

5. Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:

B	Warranty items indefect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. Model Construction services consisting of preparation of:

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X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

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X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

----------End of Exhibit B----------

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BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

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

Lawton Public Schools – Ron Stephens Stadium Wall Repair
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor:

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

Cory Miller, Senior Project Manager/Associate

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Twenty-One Thousand Dollars ($21,000.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*

CARLA CLODFELTER, President
Lawton Public Schools Board of Education
(Printed name and title)

ARCHITECT *(Signature)*

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)
DR TOM THOMAS, INTERIM SUPERINTENDENT
Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)
Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

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BOARD APPROVED

AUG 07 2017

LAWTON PUBLIC SCHOOLS

6-27-17
6-28-18
6-27-19

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third (3rd) day of August in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072

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

Lawton Public Schools – Eisenhower Middle School + Safe Rooms
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

To be determined.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 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.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 each occurrence, $2,000,000 aggregate

.2 Automobile Liability

$1,000,000 combined single limit.

.3 Workers' Compensation

$1,000,000 each accident.

.4 Professional Liability

$2,000,000 per claim. $2,000,000 aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause,

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be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Realistic renderings or videos are not included in Basic Services. Realistic renderings or videos may be provided, at Owner's request, for an agreed upon compensation to the Architect. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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.3 organizing and conducting a pre-bid conference for prospective bidders;
.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors; and
.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such

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Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Civil Engineering	Architect	11.2
(Rows deleted)		
§ 4.1.2 Furniture, Fixtures and Equipment Design	Architect	11.1

(Row deleted)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of bidders or persons providing proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Monthly or Bi-monthly) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[**X**] Litigation in a court of competent jurisdiction

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[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

6% of the construction cost or Cost of the Work, as defined in Article 12.1. for new construction

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering will be billed as a reimbursable expense in accordance with 11.4

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point one five percent (1.15%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent	(	20	%)
Design Development Phase	Fifteen	percent	(	15	%)
Construction Documents Phase	Forty	percent	(	40	%)
Bidding or Negotiation Phase	Five	percent	(	5	%)
Construction Phase	Twenty	percent	(	20	%)
Total Basic Compensation	one hundred	percent	(	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal Architect	One Hundred Seventy-Five Dollars/Hr. ($175.00/Hr.)
Associate Architect	One Hundred Sixty Dollars/Hr. ($160.00/Hr.)
Interior Designer	One Hundred Fifty Dollars/Hr. ($150.00/Hr.)

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Project Manager	One Hundred Thirty-Five Dollars/Hr. ($135.00/Hr.)
Intern Architect	One Hundred Ten Dollars/Hr. ($110.00/Hr.)
Construction Administration	Ninety Dollars/Hr. ($90.00/Hr.)
CADD	Eighty-Five Dollars/Hr. ($85.00/Hr.)
Administrative	Seventy Dollars/Hr. ($70.00/Hr.)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point one five (1.15) times the amount of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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12.1 If the low bid and the contract amount are below an established budget, the Architect's fee shall be computed as a percentage of said budget.
12.2 If financing referendum fails, the Owner does not owe any money for services performed; only reimbursement for expenses as defined in Article 11.8.1.7 not to exceed $5,000.00.
12.3 If financing referendum fails, the Architect will be automatically granted the opportunity to pass this same financing referendum in the future. Compensation for reimbursable expenses described in 12.2 will be deferred pending the outcome of the future referendum.
12.4 If financing referendum fails and the Architect is terminated according to Article 9, then the Architect shall be paid for all services performed to date not to exceed $20,000.00.
12.5 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.
12.6 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses. This includes the services of the Center for Communication and Engagement not to exceed $15,000.00.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

(Signature)
DR LORI BRIDGES, President
Board of Education for Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)
Gang Li, Principal
Architects in Partnership, LLC
(Printed name and title)

OWNER

(Signature)
Dr. Tom Deighan, Superintendent
Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)
Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

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BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

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

Lawton Public Schools – Tomlinson Middle School Gym HVAC Renovation
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$500,000 preliminary estimate

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

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

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

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

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Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	

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Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Monthly or Bi-monthly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

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conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

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

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

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (1.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.

12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

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[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER *(Signature)*

CARLA CLODFELTER, President
Lawton Public Schools Board of Education
(Printed name and title)

ARCHITECT *(Signature)*

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)
DR TOM THOMAS, INTERIM SUPERINTENDENT
Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)
Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

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BOARD APPROVED

NOV 2 1 2019

LAWTON PUBLIC SCHOOLS

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 13th day of November in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

[redacted]

(Name, legal status, address and other information)

Cavins Construction Group, LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Telephone Number: (405) 573-3048
Fax Number: (405) 579-4964

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

#1901B Lawton Public Schools-Warehouse Freezer & Refrigerator Replacement
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Sixty-Three Thousand Dollars and No/Cents ($ 563,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance No. 1: Lump Sum Utility Allowance.	$60,000.00
Allowance No. 2: Contingency Allowance.	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gary Cavins, Owner
Cavins Construction Group, LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	10/9/2019

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	10/9/2019	3

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	10/23/19	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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(1953384523)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	10/09/19	56

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)* CARLA CLODFELTER
PRESIDENT, Lawton Board of Education
Lawton Public Schools
(Printed name and title)

CONTRACTOR *(Signature)*
Gary Cavins, Owner
Cavins Construction Group, LLC
(Printed name and title)

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BOARD APPROVED

APR 16 2020

LAWTON PUBLIC SCHOOLS

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

Cavins Construction Group LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

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

#1911B Lawton Public Schools-MacArthur High School Gym HVAC Renovation
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes: (826684751)

[X] Not later than One Hundred Ten (110) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty Thousand Dollars and 00/Cents ($380,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gary Cavins, Founder and President
Cavins Construction Group LLC
1839 Atchison Drive
Norman, Oklahoma 73069
Phone Number: (405) 573-3048

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	1/14/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	1/14/2020	3

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	2/7/2020	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	1/14/2020	52

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*

CARLA CLODFELTER, PRESIDENT
Lawton Board of Education
Lawton Public Schools
RC

CONTRACTOR *(Signature)*

Gary Cavins, Founder and President
Cavins Construction Group LLC
(Printed name and title)

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AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

6-28-18
6-27-19

BOARD APPROVED

JUN 04 2018

LAWTON PUBLIC SCHOOLS

for the following PROJECT:
(Name and address or location)

Lawton Public Schools 2017 EMS/Safe Rooms Bond Projects
Lawton, OK 72502

THE OWNER:
(Name, legal status and address)

Board of Education, ISD #008 Lawton Public Schools
753 Ft. Sill Blvd
Lawton, OK 72502

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Crossland Construction Co, Inc.
13919 N. Harvey Ave
Oklahoma City, OK 73013

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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1
§ A.1.1 Guaranteed Maximum Price
Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed $6,568,249.00 ($Six Million Five-Hundred Sixty-Eight Thousand Two-Hundred Forty-Nine and no/100), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See the enclose copy of the GMP Amendment Breakdown, enclosed as attachment "A"

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

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§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price ($0.00)
N/A	N/A

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:
The guaranteed maximum price is based on the enclosed attachment A. The scopes of work as identified by Crossland's bid package #1, as amended by CM Addenda, shall constitute the scopes of work as bid and shall be contracted. The Allowances shown in Attachment A shall be competitively bid out per Title 61 in bid package #2. This GMP includes the cost of the work at the following sites; Almor West, Woodland Hills, Crosby Park, Hugh Bish, Carriage Hills, Edison, and Sullivan Village. Whittier Elementary's safe room is not included in this GMP.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201-2007	General Conditions of the Contract for Construction	1/19/2018	1-42

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
See attachment B for complete list of drawings and specs, as amended by addenda

Section	Title	Date	Pages
Project Manual	complete	4/13/18	850

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this
(Paragraphs deleted)
Agreement.)See attachment B for complete list of drawings and specifications.

Number	Title	Date
NA	NA	NA

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)
N/A

ARTICLE A.2
§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

This shall be mutually agreed upon once Notice to Proceed has been received.

OWNER *(Signature)*

Kent Jester, President Lawton Board of Education
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Ryan Rebsamen Vice President OKC Division
(Printed name and title)

6/12/18

Init.
/

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Additions and Deletions Report for
AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:37:32 on 06/05/2018.

PAGE 1

Lawton Public Schools 2017 EMS/Safe Rooms Bond Projects
Lawton, OK 72502

...

Board of Education, ISD #008 Lawton Public Schools
753 Ft. Sill Blvd
Lawton, OK 72502

...

Crossland Construction Co, Inc.
13919 N. Harvey Ave
Oklahoma City, OK 73013

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($~~ $6,568,249.00 ($Six Million Five-Hundred Sixty-Eight Thousand Two-Hundred Forty-Nine and no/100), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See the enclose copy of the GMP Amendment Breakdown, enclosed as attachment "A"

...

N/A
PAGE 2

N/A N/A

...

The guaranteed maximum price is based on the enclosed attachment A. The scopes of work as identified by Crossland's bid package #1, as amended by CM Addenda, shall constitute the scopes of work as bid and shall be contracted. The Allowances shown in Attachment A shall be competitively bid out per Title 61 in bid package #2. This GMP includes the cost of the work at the following sites; Almor West, Woodland Hills, Crosby Park, Hugh Bish, Carriage Hills, Edison, and Sullivan Village. Whittier Elementary's safe room is not included in this GMP.

...

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AIA A201-2007	General Conditions of the Contract for Construction	1/19/2018	1-42

...

See attachment B for complete list of drawings and specs, as amended by addenda

...

Project Manual	complete	4/13/18	850

...

(Either list the Drawings here, or refer to an exhibit attached to this ~~Agreement.~~)

Agreement.)See attachment B for complete list of drawings and specifications.

...

NA	NA	NA

...

N/A

...

This shall be mutually agreed upon once Notice to Proceed has been received.

...

Kent Jester, President Lawton Board of Education	Ryan Rebsamen Vice President OKC Division

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User Notes: (1147553400)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ryan Rebsamen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:37:32 on 06/05/2018 under Order No. 1618449240 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Vice President - OKC Division

(Title)

6/5/2018

(Dated)

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User Notes: (1147553400)

Attachment A

Lawton Public Schools Safe Rooms Projects
Bid Tab

CROSSLAND CONSTRUCTION COMPANY, INC.

Lawton, OK SF:		Safe Room Project #1	Safe Room Project #2	Combo Bids GMP #1	Allowances for GMP #2	Total	Budget Comparison	Variance
Date:	6/5/2018	$ -	$ -	$ 6,568,249	$ 1,727,527	$ 8,295,776	$ 8,098,685	$ 197,091
BPP	Description							
3A	Concrete	$ -	$ -	$ 495,261		$ 495,261	$ 513,565	$ (18,304)
3B	Pre-Cast Concrete	$ -	$ -	$ 1,683,000		$ 1,683,000	$ 1,681,534	$ 1,466
5A	Misc Steel & Railings	N/A	N/A	$ -	$ 18,360	$ 18,360	$ 69,800	$ (51,440)
6A	Architectural Woodwork & Casework	$ -	$ -	$ 120,493		$ 120,493	$ 203,400	$ (82,907)
7A	Below Grade Waterproofing & Sealants	$ -	$ -	$ 22,345		$ 22,345	$ 55,957	$ (33,612)
7B	Roofing Systems	$ -	$ -	$ 252,100		$ 252,100	$ 285,565	$ (33,465)
8A	Door Assemblies				$ 433,900	$ 433,900	$ 433,900	$ -
8B	Tornado Storefronts				$ 295,000	$ 295,000	$ 85,050	$ 209,950
9A	Gypsum Wall Assemblies & Ceiling Systems	$ -	$ -	$ 386,927		$ 386,927	$ 307,114	$ 79,813
	Rough Carpentry			$ -	$ 24,000	$ 24,000	$ -	$ 24,000
9B	Tiling	$ -	$ -	$ 99,261		$ 99,261	$ 45,950	$ 53,311
9C	Resilient Flooring & Carpeting	$ -	$ -	$ 121,680		$ 121,680	$ 105,800	$ 15,880
9D	Painting & Coatings	$ -	$ -	$ 129,722		$ 129,722	$ 101,371	$ 28,351
10A	Specialty Items	$ -	$ -	$ 58,800		$ 58,800	$ 30,370	$ 28,430
10B	Signage				$ 16,350	$ 16,350	$ 16,350	$ -
10C	Protective Walkway Covers	$ -	$ -	$ 173,100		$ 173,100		$ 173,100
12A	Window Coverings	$ -	$ -	$ 7,160		$ 7,160		$ 7,160
21A	Fire Sprinkler System	$ 17,765	$ -	$ 17,765		$ 17,765	$ 75,970	$ (58,205)
22A	Plumbing Systems	$ -	$ -	$ 281,173		$ 281,173	$ 187,004	$ 94,169
23A	HVAC System	$ -	$ -	$ 277,620		$ 277,620	$ 525,000	$ (247,380)
26A	Electrical & Low Voltage	$ -	$ -	$ 195,309		$ 195,309	$ 566,309	$ (371,000)
27A	Data Communication				$ 6,300	$ 6,300	$ 78,281	$ (71,981)
28A	Fire Alarm	$ -	$ -	$ 70,080		$ 70,080	$ 17,327	$ 52,753
31A	Site Clearing & Earthwork				$ 152,567	$ 152,567	$ 152,567	$ -
	Woodland Hills Detention Pond				$ 75,000	$ 75,000		$ 75,000
	Crane Pads & Temporary Roads				$ 83,520	$ 83,520		$ 83,520
32A	Landscaping				$ 210,500	$ 210,500	$ 21,875	$ 188,625
32B	Asphalt				$ 6,500	$ 6,500		$ 6,500
33A	Storm Sewer				$ 69,140	$ 69,140	$ 69,140	$ -
33B	Site Water, Sanitary, & Gas				$ 186,795	$ 186,795	$ 173,795	$ 13,000
	5% Project Contingency			$ 219,550	$ 78,897	$ 298,486	$ 290,150	$ 8,337
	Subtotal			$ 4,611,386	$ 1,656,829	$ 6,268,215	$ 6,093,144	$ 175,071
	General Conditions			$ 1,232,570	In GMP #1	$ 1,232,570	$ 1,232,570	$ -
	Project Requirements			$ 420,989	In GMP #1	$ 420,989	$ 420,989	$ -
	Materials Testing & Special Inspections			$ 34,500	In GMP #1	$ 34,500	$ -	$ 34,500
	Bonds			not required	not required	not required	$ 36,559	$ (36,559)
	Insurance			$ 28,341	$ 7,456	$ 35,803	$ 31,684	$ 4,119
	Building Permit Fee Allowance			by Owner	by Owner	by Owner	by Owner	by Owner
	Preconstruction Fee & Reimbursables			In EMS budget	In EMS budget	In EMS budget	In EMS budget	$ -
	CM Fee - %			$ 240,456	$ 63,243	$ 303,699	$ 283,739	$ 19,960
	Construction Total			$ 6,588,249	$ 1,727,527	$ 8,295,776	$ 8,098,685	$ 197,091

	Actual	Budgeted	Variance	
Total Construction Costs (GMP 1 & 2 Total)	$ 8,295,776	$ 8,098,685	$ 197,091	2.43%
Allowance for Whittier (Not in GMP#1)	$ 1,000,000	$ 1,000,000	$ -	
Total	$ 9,295,776	$ 9,098,685	$ 197,091	

Owner Total Budget	$ 11,500,000
Variance from Owner Budget vs GMP's	$ (2,204,224)

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 3

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
3A Building Concrete

Trade Contractor - Bid Summary

Contractor:	Lupi Concrete	Crossland						
Base Bid #1:	$ 266,126.45	$ 301,000 00						
Base Bid #2:	$ 229,135.04	$ 242,000 00						
Combo	$ 495,261 49	$ 515,000 00						
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Lupi Concrete	$	495,261

Trade Contract Identification
3B Pre-Cast Concrete

Trade Contractor - Bid Summary

Contractor:	Crossland	Coreslab						
Base Bid #1:	$ 947,000	$ 1,072,732						
Base Bid #2:	$ 753,000	$ 894,690						
Combo	$ 1,683,000	$ 1,922,422						
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Crossland	$	1,683,000

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 6

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
6A Architectural Millwork

Trade Contractor - Bid Summary

Contractor:	Fixture & Drywall C	Cooper Cabinets		Herring Construction				
Base Bid #1:	$ 70,713	$ 44,277		$ 65,000				
Base Bid #2:	$ 48,804	$ 29,600		$ 45,000				
Combo	$ 120,493	$ 73,877		$ 110,000				
		*Incomplete bid		*submitted late				
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Fixture and Drywall*	$	120,493

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 7

CROSSLAND
CONSTRUCTION COMPANY, INC.

Trade Contract Identification
7A Waterproofing & Sealants

Trade Contractor - Bid Summary

Contractor:	Bone Dry Waterproofing	Alliance	Red Sea					
Base Bid #1:	$ 23,672	$ 12,490	$ 19,860					
Base Bid #2:	$ 17,879	$ 9,855	$ 15,120					
Combo	$ 41,551	$ 22,345	$ 34,980					
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Alliance	$	22,345

Trade Contract Identification
7B Roofing

Trade Contractor - Bid Summary

Contractor:	Cantrell Exteriors	Brox Industries	Ford Roofing	Elliott Roofing	C&S Roofing	Oklahoma Roofing		
Base Bid #1:	$ 139,254.65	$ 146,700.00	$ 142,300.00	$ 162,114 03	$ 154,463.10	$ 171,601.00		
Base Bid #2:	$ 111,951.95	$ 116,400.00	$ 109,800.00	$ 132,246 66	$ 126,378.90	$ 137,578.00		
Combo	$ 251,206.60	$ 263,100.00	$ 252,100.00	$ 294,360 69	$ 280,842.00	$ 309,179.00		
				*vol alternate				
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

mended Trade Contractor			
Project #1			
Project #2			
Project Combo	Ford Roofing (Local preference)	$	252,100

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 8

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
8A Door Assemblies

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 433,900							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1		$	-
Project #2		$	-
Project Combo	Allowance	$	433,900

Trade Contract Identification
8B Tornado Storefronts

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 295,000							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

mended Trade Contractor			
Project #1			
Project #2			
Project Combo	Allowance	$	295,000.00

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 9

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
9A Gypsum Board Assemblies

Trade Contractor - Bid Summary

Contractor:	Midwest Drywall	Sheffield Constr.	L&S Construction	SW Drywall				
Base Bid #1:	$ 255,165.00	$ 335,315.93	$ 153,200.00	$ 218,937.00				
Base Bid #2:	$ 200,055.00	$ 265,383.69	$ 95,700.00	$ 167,990.00				
Combo	$ 455,220.00	$ 600,699.62	$ 248,900.00	$ 386,927.00				
			*LPS did not					
Alternate #1:			accept bid					
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Southwest Drywall	$	386,927

Trade Contract Identification
9B Tiling

Trade Contractor - Bid Summary

Contractor:	Breegle Bldg produ	Reece Flooring						
Base Bid #1:	$ 94,200	$ 56,492						
Base Bid #2:	$ 70,400	$ 42,769						
Combo	$ 164,600	$ 99,261						
Alternate #1:								
Total w/ Alt:							$ -	

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Reece Flooring	$	99,261

Trade Contract Identification
9C Resilient Flooring and Carpeting

Trade Contractor - Bid Summary

Contractor:	Breegle Bldg produ	Reece Flooring						
Base Bid #1:	$ 73,550	$ 66,332						
Base Bid #2:	$ 65,400	$ 55,348						
Combo	$ 138,950	$ 121,680						
Alternate #1:	$5.25/SF	$6.00/SF						
Total w/ Alt:	N/A	N/A						

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Reece Flooring	$	121,680
Alternate #1	Topical Slab Waterproofing		not included

Trade Contract Identification
9D Painting & Wall Coverings

Trade Contractor - Bid Summary

Contractor:	Sheffield	Advanced	DB Paint & Drywall	Performance Pntg				
Base Bid #1:	$ 87,030.15	$ 71,155.00	$ 74,193.00	$ 107,295.00				
Base Bid #2:	$ 69,087.43	$ 53,445.00	$ 55,529.00	$ 79,995.00				
Combo	$ 156,117.58	$ 124,600.00	$ 129,722.00	$ 183,995.00				

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	DB Paint & Drywall (Local Preference)	$	129,722

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 10

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
10A Specialties

Trade Contractor - Bid Summary

Contractor:	Sheffield	Red Mountain						
Base Bid #1:	$ 93,839.04	$ 33,600.00						
Base Bid #2:	$ 70,379.28	$ 25,200.00						
Combo		$ 58,800.00						
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Red Mountain	$	58,800

Trade Contract Identification
10B Signage

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 16,350							
Alternate #1:								
Total w/ Alt:	$ -	$ -	$ -				$ -	$ -

Crossland Construction Recommendation

mended Trade Contractor			
Project #1		$	-
Project #2		$	-
Project Combo	Allowance	$	16,350

Trade Contract Identification
10C Protective Walkway Covers

Trade Contractor - Bid Summary

Contractor:	ACS Playground	Play by Design						
Base Bid #1:	$ 80,800	$ 102,475						
Base Bid #2:	$ 92,300	$ 91,185						
Combo	$ 173,100							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	ACS Playground*	$	173,100

*Awarded based on low total combo to ensure same manufacturer on all sites

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 12

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
12A Window Coverings

Trade Contractor - Bid Summary

Contractor:	Russell Interiors							
Base Bid #1:	$ 4,100							
Base Bid #2:	$ 3,060							
Combo								
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Russell Interiors	$	7,160

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 21

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
21A Fire Protection

Trade Contractor - Bid Summary

Contractor:	Firetrol	P&L Fire						
Base Bid #1:	$ 25,242	$ 17,765						
Base Bid #2:	-	-						
Combo								
Alternate #1:								
Total w/ Alt:	$ 25,242	$ 17,765	$ -	$ -	$ -	$ -	$ -	$ -

*assumes FDC is located on face of safe room for both bids

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1	P&L Fire	$	17,765
Project #2	Not applicable	$	-
Project Combo			

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 22

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
22A Plumbing

Trade Contractor - Bid Summary

Contractor:	Haggerty							
Base Bid #1:	$ 160,193							
Base Bid #2:	$ 120,980							
Combo	$ 281,173							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Haggerty	$	281,173

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 23

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
23A HVAC

Trade Contractor - Bid Summary

Contractor:	Kasco Mechanical	Kayser Mechanical	Haggerty
Base Bid #1:	$ 170,980	$ 158,640	$ 273,194
Base Bid #2:	$ 127,720	$ 118,980	$ 205,881
Combo	$ 298,700	$ 277,620	$ 479,075
			*clarifications
Alternate #1:			
Total w/ Alt:			

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Kayser Mechanical	$	277,620

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 26

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
26A Site Electrical & Low Voltage

Trade Contractor - Bid Summary

Contractor:	Patco	Southern Plains	All Star Electric	Smith Dressler				
Base Bid #1:	$ 166,166	$ 152,730	$ 142,091	$ 110,106				
Base Bid #2:	$ 125,562	$ 113,280	$ 109,221	$ 85,203				
Combo	$ 291,728		$ 251,312	$ 195,309				
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor	Price
Project #1		
Project #2		
Project Combo	Smith Dressler	$ 195,309

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 27

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
27A Data Communication

Trade Contractor - Bid Summary

Contractor:	Southern Plains	Allowance						
Base Bid #1:	$ 3,520							
Base Bid #2:	$ 2,640							
Combo	*only combo	$ 6,300						
	w/ electrical							
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Allowance	$	6,300

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 28

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
28A Fire Alarm

Trade Contractor - Bid Summary

Contractor:	Patco	Southern Plains	Smith Dressler					
Base Bid #1:	$ 72,450	$ 37,253.70	$ 39,617					
Base Bid #2:	$ 53,900	$ 22,034.10	$ 30,463					
Combo	$ 126,350	*only combo	*only combo					
		w/ electrical	w/ electrical					
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Smith Dressler*	$	70,080

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 31

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
31A Earthwork

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 311,087							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Allowance	$	311,087

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 32

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
32A Landscaping

Trade Contractor - Bid Summary

Contractor:	Garden Depot							
Base Bid #1:	$ 136,157.84							
Base Bid #2:	$ 78,656.74							
Combo	$ 210,500.00							
	*only one bid received and recommend re-advertising							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Allowance	$	210,500

Trade Contract Identification
32B Asphalt

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 6,500							
Alternate #1:								
Total w/ Alt:								

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1			
Project #2			
Project Combo	Allowance	$	6,500

Attachment A

Lawton Public Schools Safe Rooms Projects
Trade Contract Bid Tab
Division 33

CROSSLAND CONSTRUCTION COMPANY, INC.

Trade Contract Identification
33A Storm Sewer

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 69,140							
Total w/ Alt:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1		$	-
Project #2		$	-
Project Combo	Allowance	$	69,140.00

Trade Contract Identification
33B Site Water, Sanitary, & Gas

Trade Contractor - Bid Summary

Contractor:	Allowance							
Base Bid #1:								
Base Bid #2:								
Combo	$ 186,795							
							$ -	
							$ -	
Total w/ Alt:	$ -	$ -	$ -				$ -	$ -

Crossland Construction Recommendation

	Recommended Trade Contractor		Price
Project #1		$	-
Project #2		$	-
Project Combo	Allowance	$	186,795

ATTACHMENT "B"

Trade Contract Drawing/Specification Log

Lawton Public Schools Safe Rooms

Sheet Description		Date of Issuance
INDEX:		
G-001	COVER SHEET	4/13/2018
G-002	GENERAL INFORMATION	4/13/2018
G-100	CODE ANALYSIS	4/13/2018
G-101	LIFE SAFETY PLAN - ALMOR WEST	4/13/2018
G-103	LIFE SAFETY PLAN - CROSBY PARK	4/13/2018
G-105	LIFE SAFETY PLAN - HUGH BISH	4/13/2018
G-107	LIFE SAFETY PLAN - WOODLAND HILLS	4/13/2018
CIVIL:		
C-001	SITE PLAN - ALMOR WEST	4/13/2018
C-003	SITE PLAN - CROSBY PARK	4/13/2018
C-005	SITE PLAN - HUGH BISH	4/13/2018
C-007	SITE PLAN - WOODLAND HILLS	4/13/2018
C-101	GRADING PLAN - ALMOR WEST	4/13/2018
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C-105	GRADING PLAN - HUGH BISH	4/13/2018
C-107	GRADING PLAN - WOODLAND HILLS	4/13/2018
C-201	PAVING DETAILS - ALMOR WEST	4/13/2018
C-203	PAVING DETAILS - CROSBY PARK	4/13/2018
C-205	PAVING DETAILS - HUGH BISH	4/13/2018
C-207	PAVING DETAILS - WOODLAND HILLS	4/13/2018
C-301	SITE UTILITY PLAN - ALMOR WEST	4/13/2018
C-303	SITE UTILITY PLAN - CROSBY PARK	4/13/2018

C-305	SITE UTILITY PLAN - HUGH BISH	4/13/2018
C-307	SITE UTILITY PLAN - WOODLAND HILLS	4/13/2018
C-401	UTILITY DETAILS - ALMOR WEST	4/13/2018
C-403	UTILITY DETAILS - CROSBY PARK	4/13/2018
C-405	UTILITY DETAILS - HUGH BISH	4/13/2018
C-407	UTILITY DETAILS - WOODLAND HILLS	4/13/2018
C-501	DRAINAGE PLAN - ALMOR WEST	4/13/2018
C-503	DRAINAGE PLAN - CROSBY PARK	4/13/2018
C-505	DRAINAGE PLAN - HUGH BISH	4/13/2018
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S-100	GEN. NOTES SHELTER LOADING PLANS & SCHEDULE	4/13/2018
S-101	FOUNDATION PLAN ALMOR WEST	4/13/2018
S-103	FOUNDATION PLAN CROSBY PARK	4/13/2018
S-105	FOUNDATION PLAN HUGH BISH	4/13/2018
S-107	FOUNDATION PLAN WOODLAND HILLS	4/13/2018
S-121	ROOF FRAMING PLAN ALMOR WEST	4/13/2018
S-123	ROOF FRAMING PLAN CROSBY PARK	4/13/2018
S-125	ROOF FRAMING PLAN HUGH BISH	4/13/2018
S-127	ROOF FRAMING PLAN WOODLAND HILLS	4/13/2018
S-201	FOUND. DETAILS	4/13/2018
S-301	FRAMING DETAILS	4/13/2018
ARCHITECTURE:		
A-101	FLOOR PLAN - ALMOR WEST	4/13/2018
A-103	FLOOR PLAN - CROSBY PARK	4/13/2018
A-105	FLOOR PLAN - HUGH BISH	4/13/2018
A-107	FLOOR PLAN - WOODLAND HILLS	4/13/2018

A-111	REFLECTED CEILING PLAN - ALMOR WEST	4/13/2018
A-113	REFLECTED CEILING PLAN - CROSBY PARK	4/13/2018
A-115	REFLECTED CEILING PLAN - HUGH BISH	4/13/2018
A-117	REFLECTED CEILING PLAN - WOODLAND HILLS	4/13/2018
A-121	ROOF PLAN - ALMOR WEST	4/13/2018
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A-125	ROOF PLAN - HUGH BISH	4/13/2018
A-127	ROOF PLAN - WOODLAND HILLS	4/13/2018
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ADDENDUM #2		5/17/2018

Specifications Book issued 4/13/18 as may be amended by Addenda during the bidding process.

Other reports to be included as part of the contract documents:

N/A

BOARD APPROVED

MAY 19 2020

LAWTON PUBLIC SCHOOLS

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
LPS-Cameron Stadium Field Turf Replacement Lawton, Oklahoma 73502-1009	Contract For: General Construction Date: May 4, 2020	Change Order Number: 001 Date: May 5, 2020
OWNER: *(Name and address)* Lawton Public Schools 753 NW Ft. Sill Blud. Lawton, Oklahoma 73507	**ARCHITECT:** *(Name and address)* Architects In Partnership, LLC 3220 Marshall Ave. Norman, OK 73069	**CONTRACTOR:** *(Name and address)* Field Turf USA Inc. 175 N. Industrial Blvd. Calhoun, Georgia 30701

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Refer to the A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum Subsection 4.4 Unit Prices.

Delete,			
	Gravel Base Removal and Replacement	per cubic yard	$306.17
	Finish Stone Repair	per cubic yard	$112.62
	2x4 Composite Nailer Board Removal and Replacement	per lineal foot	$9.36
Insert,			
	Gravel Base Removal and Replacement	per cubic yard	$69.00
	Finish Stone Repair	per cubic yard	$58.00
	2x4 Composite Nailer Board Removal and Replacement	per lineal foot	Not Used

The original Contract Sum was	$	359,020.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	359,020.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	359,020.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects In Partnership, LLC	Field Turf USA, Inc.	Lawton Public Schools
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Cory Miller, Senior Project Manager/Associate	Darren Gill	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
May 5, 2020	May 5th 2020	5/19/2020
DATE	**DATE**	**DATE**

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MAY 04 2020

LAWTON PUBLIC SCHOOLS

AIA Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

FieldTurf USA Inc.
175 N. Industrial Blvd.
Calhoun, Georgia 30701
Phone Number: (706) 625-6533

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

#1916B Lawton Public Schools-Cameron Stadium Field Turf Replacement
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than Forty-Five (45) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Fifty-Nine Thousand and Twenty Dollars and 00/Cents ($ 359,020.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Gravel Base Removal and Replacement	Per cubic yard	$306.17
Finish Stone Repair	Per cubic yard	$112.62
2x4 Composite Nailer Board Removal and Replacement	Per lineal foot	$9.36

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

1.13 CHANGES TO THE WORK

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

1. 7.5 percent overhead and profit on the net cost of our own Work;

2. 7.5 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 7.5 of the overhead and profit percentage noted above.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Owner will compensate Contractor for labor and materials procured, manufactured, and/or supplied up to and including the date of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:

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(Name, address, email address, and other information)

David Trevisonno, Project Manager
FieldTurf USA Inc.
175 N. Industrial Blvd.
Calhoun, Georgia 30701
Phone Number: (706) 625-6533

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	3/4/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	3/4/2020	3

.7 Addenda, if any:

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User Notes: (1129470549)

Number	Date	Pages
Addenda No. 1	3/16/2020	9

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	3/4/2020	52

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	CONTRACTOR *(Signature)*
Lawton Board of Education VICE PRESIDENT Lawton Public Schools *RC*	Pedro Azevedo, CFO FieldTurf USA Inc. *(Printed name and title)*

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BOARD APPROVED

MAY 04 2020

LAWTON PUBLIC SCHOOLS

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

Hunter Mechanical & Controls, Inc.
5305 N. Santa Fe Ave.
Oklahoma City, Oklahoma 73118
Phone Number: (405) 525-2110

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

#1914B Lawton Public Schools-Central Middle School HVAC Repair
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(1447843671)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Twenty-Six (126) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Eighty-Seven Thousand Dollars and 00/Cents ($ 887,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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

1. 15 percent overhead and profit on the net cost of our own Work;

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2. 10 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 15 of the overhead and profit percentage noted above.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Randal K. Hunter, President
Hunter Mechanical & Controls, Inc.
5305 N. Santa Fe Ave.
Oklahoma City, Oklahoma 73118

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User Notes: (1447843671)

Phone Number: (405) 525-2110

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	1/14/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	1/14/2020	3

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	3/10/2020	23
Addenda No. 2	3/11/2020	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	1/14/2020	52

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

Patty Nemwirth	Randal K. Hunter
OWNER *(Signature)*	CONTRACTOR *(Signature)*
Lawton Board of Education VICE PRESIDENT Lawton Public Schools *RC*	Randal K. Hunter, President Hunter Mechanical & Controls, Inc. *(Printed name and title)*

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landmark
2505 N.E. SKYLINE PLACE LAWTON, OK. 73507-7151 TEL. (580) 357-2022 FAX (580) 357-6405
H. Lester Seiger, P.E., P.L.S
engineering

BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

January 14, 2020

Quote for Surveying Services following the guidelines prepared by:
Architects In Partnership, LLC
Attn: Cory Miller
(Attached)

FOR:
Lawton Public Schools
Attn: Kathy Bentley
P.O. Box 1009
Lawton, Oklahoma 73502

Project Name: Ron Stevens Stadium Wall Repair

It appears that the Survey Area is 250' x 150'.

Exception Items from attached Architect guidelines:

Item 4) Utilities. the Okie utility locate service has stopped accepting requests for Design Survey Locates. They only accept a request at a dig site. We will indicate what utilities that are visible.

Item 5) Property Lines. Since this is a portion of a larger tract, the one property line along NW 14th Street will be located in the vicinity of the project.

7) Only the easements that show up in the Abstract provided (or documents provided) will be indicated. Abstract need not be provided if updated title search including easement documents are included by Owner.

All other items are included. The cost of this survey will be $1,680. (One Thousand Six Hundred Eighty Dollars).

Survey will be completed within 30 days of date of Notice to Proceed.

1/14/2020

H. Lester Seiger, PE,PLS
Landmark Engineering
2505 NE Skyline Place
Lawton, Oklahoma

Authorized Representative
Lawton Schools

Exceptions noted
in Quote

December 26, 2019

Re: Lawton Public Schools Ron Stephens Stadium Wall Repair
Lawton, OK

To whom it may concern:

We are assisting the above referenced Owner in obtaining a Pre-design Survey of the Building Site for the above referenced Project. The survey must be COMPLETE and ACCURATE as we will rely on the survey to prepare our design for this facility.

The Owner will obtain an abstract for the property, and this will be made available for your use. The surveyor is required to verify the information provided in the abstract.

Listed below is the information that the survey must contain to allow our firm to properly design this Project:

1) Standard Engineering Scale as required to fit the site on one or more 24' x 36" drawing sheets. Do not use a metric scale;

2) Direction of North;

3) Contour Interval 1'-0";

4) Utilities: Should any listed utility not be located within the survey boundaries, clearly define the size and location of the nearest said utility verbally. Incorporate the Owner's knowledge of on-site utilities:

   a) Electric Service lines and locations, to include utility poles and transformer location;

   b) Telephone and Cable TV Service lines and locations;

   c) Domestic water lines to include sizes and fire hydrant locations;

   d) Natural gas lines to include sizes and pressure gradients;

   e) Sanitary sewer lines and sizes to include manholes and invert elevations; and

   f) Locations of any other utilities or oil or gas lines impacting the Project Area.

5) Property lines, corners and dimensions;

6) Street or road centerlines, pavement types and widths, curbs, curb cuts, street

lights, signs and rights of way;

7) Easements or other rights of way on the site. Include courthouse search as required;

8) Building lines or other restrictions on the location of new construction;

9) Existing building and structures, if any, to include:

   a) Dimensioned Location;

   b) Building dimensions and entrances; and

   c) Existing finish floor elevations.

10) Site and Surface Features;

   a) Fences;

   b) Drainage structures and storm sewers, if any, to include size and materials;

   c) Location and size of landscape materials, to include trees with a 6" and larger caliper, bushes, shrubbery and planting beds;

   d) Outline of tree canopy;

   e) Parking areas, drives and walks, to include materials; and

   f) Any other existing site feature that may impact a new construction project.

11) Other special features on the Site that could effect new construction.

12) Submittal requirements:

   a) Final PDF stamped and signed;

   b) Final reproducible stamped and signed copy on mylar

   c) DWG file (compatible with AutoCAD 2013 and later, including TIN polygons and points embedded in the drawing file)

13) Surveyor will be responsible for contacting Okie and all other local utility services.

Please submit a price quotation to complete this work to our office such that the Owner may select a Surveyor.

Proposals shall be addressed to:

Architects In Partnership, LLC
Attn: Cory Miller
3220 Marshall Avenue
Norman, Oklahoma 73072
cory.miller@aipok.com

and all applicable billings shall be addressed to:

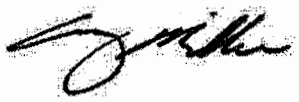
Lawton Public Schools
Attn: Kathy Bentley
PO Box 1009
Lawton, OK 73502

A preliminary site plan of the survey area is included for your use.

Proposals must be received in our office no later than 5:00 p.m. CST on Tuesday, January 7, 2020. Digital copies may be submitted by email to **cory.miller@aipok.com**. Completed surveys must be submitted by February 7, 2019.

Should you have any questions on this request, please do not hesitate to contact our office.

Respectfully,



Cory Miller, NCARB
Sr. Project Manager/ Associate
Encl.

BOARD APPROVED

APR 16 2020

LAWTON PUBLIC SCHOOLS

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
#1911 LPS-MacArthur High School HVAC Renovation Lawton, Oklahoma	Contract For: General Constuction Date: November 21, 2019	Change Order Number: 003 Date: April 7, 2020
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
Lawton Public Schools 753 NW Ft. Sill Blvd. Lawton, OK 73507	Architects in Partnership, LLC 3220 Marshall Avenue Norman, OK 73072	RCJ Construction, Inc. 800 S.E. 1st Street Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Contingency Amount: $7,463.44

Increase screen wall by 24 inches: $3,267.00

Remaining Contingency Amount: $4,196.44

The original Contract Sum was	$	580,818.90
The net change by previously authorized Change Orders	$	41,820.71
The Contract Sum prior to this Change Order was	$	622,639.61
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	622,639.61

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Architects in Partnershp, LLC **ARCHITECT** *(Firm name)*	RCJ Construction, Inc **CONTRACTOR** *(Firm name)*	Lawton Public Schools **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Cory MillerSr. Project Mgr/Associate **PRINTED NAME AND TITLE**	J.C. Grayson President **PRINTED NAME AND TITLE**	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION **PRINTED NAME AND TITLE**
April 7, 2020 **DATE**	April 7, 2020 **DATE**	4/16/2020 **DATE**

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User Notes: (3B9ADA4E)

RCJ Construction

800 SE 1st Street
Lawton Oklahoma 73501
Phone 580-248-6637
Fax: 580-248-4431

SHEET 1 OF **1** SHEETS

CHANGE ORDER #003

Owner:**Lawton Public Schools**
Address: **PO Box 1009**

Job Name:**LPS HVAC Renovation**
Location: **MacArthur High School**

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions.

Increase screen wall around Mechanical Unit	**$2,700.00**
10% OH	**$227.00**
10% Profit	**$297.00**
TOTAL	**$3,267.00**

CHANGE IN CONTRACT AMOUNT
Due to this change the Contract Amount:
Will Increase by .

CHANGE IN CONTRACT TIME
Due to this change the Contract Time:
Is Unchanged by Calender Days

ORIGINAL CONTRACT AMOUNT: **$580,818.90**
PREVIOUS CHANGE ORDERS: **$41,820.71**
PREVIOUS CONTRACT AMOUNT: **$622,639.61**
THIS CHANGE ORDER: **$3,267.00 (taken from the Contingency)$4,196.44 remaining**
NEW CONTRACT AMOUNT: **$622,639.61**

Paul Alexander

RCJ Construction

4-3-2020
Date

Architects in Partnership

Date

BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* #1911 LPS-MacArthur High School HVAC Renovation Lawton, Oklahoma	**CONTRACT INFORMATION:** Contract For: General Constuction Date: November 21, 2019	**CHANGE ORDER INFORMATION:** Change Order Number: 002 Date: January 6, 2020
OWNER: *(Name and address)* Lawton Public Schools P.O. Box 1009 Lawton, OK 73502-1009	**ARCHITECT:** *(Name and address)* Architects in Partnership, LLC 3220 Marshall Avenue Norman, OK 73072	**CONTRACTOR:** *(Name and address)* RCJ Construction, Inc. 800 S.E. 1st Street Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Contingency Amount: $10,000

Add duct detectors for 4 Split System Units: $2,536.56

Remaining Contingency Amount: $7,463.44
Net Change to Contract Sum: $0.00

The original Contract Sum was	$ 580,818.90
The net change by previously authorized Change Orders	$ 41,820.71
The Contract Sum prior to this Change Order was	$ 622,639.61
The Contract Sum will be unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 622,639.61

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC **ARCHITECT** *(Firm name)*	RCJ Construction, Inc. **CONTRACTOR** *(Firm name)*	Lawton Public Schools **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Cory MillerSr. Project Mgr/Associate **PRINTED NAME AND TITLE**	J.C. Grayson President **PRINTED NAME AND TITLE**	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION **PRINTED NAME AND TITLE**
January 6, 2020 **DATE**	January 6, 2020 **DATE**	1-16-2020 **DATE**

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User Notes: (3B9ADA47)

RCJ Construction

800 SE 1st Street
Lawton Oklahoma 73501
Phone 580-248-6637
Fax: 580-248-4431

SHEET 1 OF 1 SHEETS

CHANGE ORDER #002

Owner:**Lawton Public Schools**
Address: **PO Box 1009**

Job Name:**LPS HVAC Renovation**
Location: **MacArthur High School**

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions.

Duct Detectors for 4 Split System Units	**$2,096.33**
10% OH	**$209.63**
10% Profit	**$230.60**
TOTAL	**$2,536.56**

CHANGE IN CONTRACT AMOUNT
Due to this change the Contract Amount:
Will Increase by .

CHANGE IN CONTRACT TIME
Due to this change the Contract Time:
Is Unchanged by Calender Days

ORIGINAL CONTRACT AMOUNT: **$580,818.90**
PREVIOUS CHANGE ORDERS: **$41,820.71**
PREVIOUS CONTRACT AMOUNT: **$622,639.61**
THIS CHANGE ORDER:
NEW CONTRACT AMOUNT: **$622,639.61**

RCJ Construction — **Architects in Partnership**

1-6-20
Date — Date

BOARD APPROVED

DEC 09 2019

LAWTON PUBLIC SCHOOLS

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
#1911 LPS-MacArthur High School HVAC Renovation Lawton, Oklahoma	Contract For: General Constuction Date: November 21, 2019	Change Order Number: 001 Date: December 3, 2019
OWNER: *(Name and address)* Lawton Public Schools P.O. Box 1009 Lawton, OK 73502-1009	**ARCHITECT:** *(Name and address)* Architects in Partnership, LLC 3220 Marshall Avenue Norman, OK 73072	**CONTRACTOR:** *(Name and address)* RCJ Construction, Inc. 800 S.E. 1st Street Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide new lighting fixtures in the Admin area as indicated as Alternate #3.

The original Contract Sum was	$	580,818.90
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	580,818.90
The Contract Sum will be increased by this Change Order in the amount of	$	41,820.71
The new Contract Sum including this Change Order will be	$	622,639.61

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC	RCJ Construction, Inc.	Lawton Public Schools
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Cory MillerSr. Project Mgr/Associate	J.C. Grayson President	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
December 3, 2019	December 4, 2019	12-9-19
DATE	**DATE**	**DATE**

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RCJ Construction, Inc.

800 SE 1st Street
Lawton Oklahoma 73501
Phone: (580) 248-6637
Fax: (580) 248-4431

November 25, 2019

MacArthur High School
Alternate #3
Install New Light Fixtures

Description	Quantity	Unit	Total Mat/Equip	Total Labor	Total Task Cost
MC CONN	340	ea	$182.70	$957.60	$1,144.80
12/3 MC	21	ea	$2,721.60	$2,205.00	$4,926.60
3M TERM	321	ea	$337.04	$431.34	$768.38
ARL ST. CBL STRAPS	420	ea	$141.12	$1,008.00	$1,149.12
2X2 LED	2	ea			
2X4 LED	107	ea	$23,400.00	Total Light Package	$23,400.00
STRIP LED	7	ea			
Em BALLAST/DRIVER	42	ea			
ODSOD-IDW OCC Sen	28	ea		$1,176.00	$1,176.00
Toggle Switch	35	ea	$119.70	$514.50	$634.20
4 sq 1-1/8"	54	ea	$388.57	$793.80	$1,182.37
4 sq O Ring	28	ea	$95.76	$117.60	$213.36
4/S Blank	26		$143.16	$112.60	$255.76
Subtotals			**$27,529.65**	**$7,316.44**	**$34,850.59**
Overhead				10%	$3,485.06
Profit				10%	$3,485.06
Total Cost including Markups					**$41,820.71**

BOARD APPROVED

NOV 2 1 2019

LAWTON PUBLIC SCHOOLS

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 21st day of November in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

RCJ Construction, Inc.
800 S.E. 1st Street
Lawton, OK 73501
Phone Number: (580) 591-1258

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

#1911 Lawton Public Schools-MacArthur High School HVAC Renovation
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Eighty Thousand Eight Hundred Eighteen Dollars and 90/Cents ($ 580,818.90), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1 – Provide all labor, materials, and equipment necessary to construct the work shown in Area B as indicated on the drawings.	$240,118.25

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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User Notes:

(1515092086)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

J.C. Grayson, President
RCJ Construction, Inc.
800 SE 1st Street
Lawton, OK 73501
Phone Number: (580) 591-1258

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	9/26/2019

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	9/26/2019	3

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	10/10/19	29

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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User Notes: (1515092086)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	9/26/19	52

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)* CARLA CLODFELTER
PRESIDENT, LAWTON BOARD OF EDUCATION

RC

CONTRACTOR *(Signature)*

J.C. Grayson, President
RCJ Construction, Inc.
(Printed name and title)

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User Notes: (1515092086)

BOARD APPROVED

MAY 19 2020

LAWTON PUBLIC SCHOOLS

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

RCJ Construction, Inc.
800 SE 1st Street
Lawton, Oklahoma 73501
Phone Number: (580) 248-6637

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

#2005 Lawton Public Schools – Tomlinson Middle School Gym HVAC Renovation
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Forty (140) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Thirty Thousand Nine Hundred Eighty Dollars and 00/Cents ($ 330,980.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1	$28,500.00
Alternate #2	$40,480.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	$10,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

1.13 CHANGES TO THE WORK

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

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1. 15 percent overhead and profit on the net cost of our own Work;

2. 15 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10% of the overhead and profit percentage noted above.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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User Notes: (1514892854)

J.C. Grayson, President
RCJ Construction, Inc.
800 SE 1st Street
Lawton, Oklahoma 73501
Phone Number: (580) 248-6637

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	3/26/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached hereto as exhibit "A"	Table of Contents	3/26/2020	3

.7 Addenda, if any:

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Number	Date	Pages
Addendum No. 1	4/9/2020	13

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	3/26/2020	44

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
CARLA CLODFELTER, PRESIDENT Lawton Board of Education Lawton Public Schools *(Printed name and title)*	JC Grayson, President RCJ Construction, Inc. *(Printed name and title)*

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BOARD APPROVED

MAY 19 2020

LAWTON PUBLIC SCHOOLS

AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 6th day of May in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
753 Ft. Sill Blvd.
Lawton, Oklahoma 73507
Telephone Number: (580) 355-2517
Fax Number: (580) 355-8630

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

Super Roofs, Inc.
908 SE 44th Street
Oklahoma City, Oklahoma 73129
Phone Number: (405) 604-8040

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

#2002A - Lawton Public Schools-MacArthur High School Reroof
#2002B - Lawton Public Schools-Pat Henry Elementary School Reroof
#2002C – Lawton Public Schools-Woodland Hills Elementary School Reroof
#2002D – Lawton Public Schools-Warehouse Reroof
Lawton, Oklahoma

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in the notice to proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Fifty Thousand Dollars and 00/Cents ($ 750,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowances	$10,000.00
#2002A - Lawton Public Schools-MacArthur High School Reroof	$10,000.00
#2002B - Lawton Public Schools-Pat Henry Elementary School Reroof	$10,000.00
#2002C – Lawton Public Schools-Woodland Hills Elementary School Reroof	$10,000.00
#2002D – Lawton Public Schools-Warehouse Reroof	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Remove and replace damaged existing metal roof deck with new metal roof deck to match.	Per square foot	$4.00
Unite Price No. 2: Thermoplastic-Polyolefin Roofing-remove and replace damaged existing insulation with new flat rigid insulation 4" thick.	Per square foot	$3.50

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

1.13 CHANGES TO THE WORK

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

1. 30 percent overhead and profit on the net cost of our own Work;

2. 30 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 90% of the overhead and profit percentage noted above.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth (14th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In compliance with state law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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(Insert rate of interest agreed upon, if any.)

Ten percent (10%) per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Ft. Sill Blvd.
Lawton, Oklahoma 73501

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Matthew Good, Secretary
Super Roofs, Inc.
908 SE 44th Street
Oklahoma City, Oklahoma 73129
Phone Number: (405) 604-8040

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Specification Section attached hereto as Exhibit "B"	Title of Drawings	3/12/2020

.6 Specifications

Section	Title	Date	Pages
Refer to Specification Section 00 0110 Table of Contents attached	Table of Contents	3/12/2020	2

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hereto as exhibit "A"

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	4/9/2020	3
Addendum No. 2	4/13/2020	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7200	General Conditions and Supplements	3/12/2020	44

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
CARLA CLODFELTER, PRESIDENT Lawton Board of Education Lawton Public Schools *(Printed name and title)*	Milton Chincilla, President Super Roofs, Inc. *(Printed name and title)*

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Agreement Terms

Client LAWTON PUBLIC SCHOOLS 6-25-13 6-26-14 6-25-15 6-28-16 6-27-17 6-28-18 6-27-19

Contact ATHLETIC DEPARTMENT

Date

BOARD APPROVED
FEB 04 2013
LAWTON PUBLIC SCHOOLS

- This agreement is between 5 Star Sports and the Client listed at the top of this agreement, commences on the date listed above, and will remain in effect for one (1) school year. After the initial term, this agreement will roll over automatically to the next school year unless notified by January 1 of the current school year.
- This agreement is contingent on sponsor demand and can be cancelled by 5 Star prior to May 1 of each school year (cancelling tickets to be provided for the next school year).
- Client agrees to exclusively utilize athletic tickets ordered from 5 Star in their entirety. No other athletic tickets or athletic ticketing solutions with or without advertising will be allowed unless approved in writing by 5 Star.
- 5 Star and/or its affiliate, New Lion Media Group, will contact national, regional, and local sponsors on behalf of the Client in order to fulfill this agreement. The customer agrees to not utilize national sponsor(s) for a similar but separate ticket sponsorship for the duration of the agreement and for a period of two (2) years after this agreement is terminated by either party; this stipulation applies to the Client or any other entity working with the Client.
- Client agrees to recognize ticket advertisers 1-2 times per home varsity games via a public address announcement when available. This public address announcement is a "best-effort" stipulation.
- 5 Star will offer a digital proof to Client for all products to be produced. If the Client does not approve products in writing within 5 business days, Client forfeits all rights to make changes to designs or any other attribute of their order.
- After written approval of the ticket proof, Client is responsible for any cost to reprint tickets or print extra tickets resulting from incorrect information provided to 5 Star or verified by Client at any time.
- 5 Star relies on paid advertisements to enable the tickets to be provided to the client at no cost. If the tickets are not consumed, the Advertiser may demand financial reparations due to nonperformance from 5 Star or Client. Thus, Client agrees to use these tickets exclusively and that the number of tickets is a fair and accurate estimation of a quantity that will be consumed during a season and/or school year.
- In some cases, in addition to the tickets, the ticket sponsor may ask that Client distributes materials at the gate, during the game, or to athletic teams. Client will utilize all best-efforts to distribute these materials to the fullest of their ability. It is the Client's responsibility to keep these materials free of weather damage or other factors affecting their viability.
- 5 Star will provide and Client agrees to allow the paid advertiser a complimentary ticket and/or pass card as both a benefit for their sponsorship and a product proof.
- Non compliance with any provision of this agreement may result in a balance owed by the school that will be reflected on the "Ticket Order Summary."

K. Karl Jeter VICE PRESIDENT, LAWTON BOARD OF EDUCATION 2/4/13

Authorized Representative (Client) Title Date

5 Star Representative Title Date

BOARD APPROVED
AUG 0 5 2019
LAWTON PUBLIC SCHOOLS

Academy® SPORTS+OUTDOORS

This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the Lawton Independent School District ("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Vendor executed on 7/1/2019 ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until 6/30/2020. Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient 30 days prior to the end of the term.

Academy will provide the following to Recipient:

- $2,600 Cash Sponsorship

Academy will receive the following sponsorship benefits from Recipient:

- (1) Academy Sports + Outdoors 3 x 12 field banner (banner produced by LISD with AS+O approval) for all (16) high school football home games and youth football games throughout the season
- (2) Academy Sports + Outdoors 3 x 8 field banners (banners produced by LISD with AS+O approval) for all (16) high school football games and youth football games throughout the season
- (1) Full page program advertisement for AS+O for high school football games
- Opportunity for Academy Sports + Outdoors to be on site for home varsity football games with the opportunity to distribute a promotional item

Academy SPORTS + OUTDOORS

SPONSORSHIP RIDER

May 2014

This **SPONSORSHIP RIDER ("Rider")** is entered into on 7/1/2019 (the "Effective Date") between **Academy, Ltd., d/b/a Academy Sports + Outdoors ("Academy")**, a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and Lawton Independent School District ("Recipient"),a non profit located at 753 Fort Sill Blvd, Lawton, OK 73507. Academy and Recipient may sometimes be referenced herein individually as "Party" or collectively as the "Parties". This Rider is made part of the Sponsorship Summary ("Summary") by and between Academy Ltd. d/b/a Academy Sports + Outdoors ("Academy") and Recipient dated 7/1/2019. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement (Agreement").

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.

2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker's compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney's fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.

3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
   - **a.** The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
   - **b.** The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "Laws") at all times during the Term of this Rider; and
   - **c.** All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

4. **MARKS.** Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "Marks"), each Party's Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.

5. **INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.**

6. **LIMITATIONS AND WAIVERS**

6.1 **DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.2 **LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.**

7. **ASSIGNMENT.** Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

8. **ENTIRE AGREEMENT/CHANGES.** This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

9. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

10. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

11. **CHOICE OF LAW AND FORUM. THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.**

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY
ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: Patty Neuwirth

Printed Name: PATTY NEUWIRTH

Title: VICE PRESIDENT

Date: 8-5-19

RECIPIENT

Lawton Independent School District

By: Jess Landers

Printed Name: Jess Landers

Title: Manager

Date: 8/16/19

184-Lawton-19-1840010720

Reset Form

BOARD APPROVED

MAR 12 2018

LAWTON PUBLIC SCHOOLS

6-28-18
6-27-19

AFFINITY MARKETING AGREEMENT

This Affinity Marketing Agreement (the "Agreement") is made and entered into as of February 2, 2018 (the "Effective Date"), by and between ARVEST BANK, Fayetteville, Arkansas ("Arvest"), and Lawton Schools ("Endorser"), with reference to the following:

WHEREAS, Arvest desires to market and promote the use of its VISA debit cards (collectively, the "Cards") to its current and prospective customers using Endorser's name, trademarks, service marks and logo (collectively, the "Marks") upon the terms and conditions set forth herein; and

WHEREAS, Endorser desires to have its Marks identified on the Cards pursuant to the terms of this Agreement (each, an "Affinity Card," and collectively, the "Affinity Cards").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Marketing of Affinity Cards. Throughout the Term (as hereinafter defined), Arvest and Endorser shall cooperate to develop advertising, marketing strategies and materials to promote the use of the Affinity Cards. In connection therewith, Arvest may, from time to time, present to Endorser promotional and solicitation strategies. Endorser shall provide to Arvest the artwork to be included on the Affinity Cards. Prior to use, Arvest and Endorser must mutually approve in writing (a) the promotional and solicitation strategies and the artwork, and (b) all advertising and marketing materials relating to the Affinity Cards, which approvals shall not be unreasonably withheld or delayed. Endorser shall not independently undertake any marketing of the Affinity Cards without Arvest's prior written consent.

Additional terms and conditions of the marketing contemplated in this Agreement, including the consideration to be paid to Endorser, are set forth on **Appendix A** attached hereto.

2. Marks. For the duration of the Term, Endorser hereby grants to Arvest a non-transferable, Non-exclusive and royalty-free license to use the Marks on its Cards and in its advertising and marketing materials promoting use of the Affinity Cards as contemplated in this Agreement. In consideration of the payments to Endorser described on **Appendix A**, Arvest shall have the Non-exclusive right to utilize the Marks in connection with debit cards. Endorser represents and warrants that (a) it is the owner of the Marks, (b) has authority to grant the license extended hereunder, and (c) the Marks do not infringe the rights of any third party. Endorser will deliver the Marks to Arvest within fifteen (15) days after execution of this Agreement. Nothing in this Agreement shall confer upon Arvest a proprietary interest of any kind in or to the Marks, other than the right to use the Marks in accordance with the terms and conditions of this Agreement.

3. Records. Arvest shall accurately account for the issuance and activation of all of the Affinity Cards and maintain accurate records thereof. Arvest shall make records of its issuance of Affinity Cards available for inspection by representatives of Endorser upon reasonable notice, during normal business hours and subject to Arvest's reasonable security procedures. Endorser understands that Arvest shall not disclose to Endorser, and Endorser shall not have access to, any non-public, non-published customer information or other privacy protected data, which information shall remain confidential in all respects. Further, the terms of this Agreement and any

proposal, financial information and/or proprietary information provided by or on behalf of one party to the other party are confidential. Such confidential information will not be disclosed by the recipient thereof to any other person or entity, except as permitted under this Agreement, as required by operation of law or as mutually agreed in writing.

4. Cardholders. Arvest will issue Affinity Cards to prospective customers based upon Arvest's customary practices and shall make all decisions and bear all risk with respect to each customer's account(s). Arvest shall be identified as the issuer of each Affinity Card and have the sole and exclusive right to make all determinations with respect to the terms and features and issuance of the Affinity Cards.

5. Term. The initial term of this Agreement shall begin on the Effective Date and continue until December 31 of the calendar year of the Effective Date ("Initial Term"). Subject to the terms and conditions set forth in **Appendix A**, this Agreement shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless either party delivers to the other party written notice, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, of its election not to extend this Agreement beyond the then-scheduled expiration date. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Notwithstanding the foregoing, if there is a material default by either party under this Agreement, and such default shall continue for a period of fifteen (15) days after written notice thereof, the non-defaulting party shall have the right to terminate this Agreement upon at least fifteen (15) days' additional written notice.

Upon the expiration or termination of this Agreement, (a) the obligations of the parties set forth in **Appendix A** shall survive such expiration or termination, (b) Arvest shall discontinue use of the Marks; provided, however, that Arvest shall not be required to invalidate any Affinity Card issued during the Term prior to such Affinity Card's normal expiration or termination date, and (c) for a period of one (1) year following such expiration or termination, Endorser agrees that it shall not, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a debit card to any persons who are holders of Affinity Cards.

6. Condition. This Agreement is expressly made conditional upon Arvest's receipt of written approval of the transactions contemplated herein and the design of the Affinity Cards from VISA U.S.A. Inc. If approval is not obtained within thirty (30) days after the execution of this Agreement, this Agreement shall automatically terminate, and each party shall be released from its obligations hereunder.

7. Indemnity. Endorser shall defend, indemnify and hold Arvest and its affiliates harmless from and against any and all claims, losses, liability, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation or violation of **any** third party's patents, copyrights, trade secret rights, trademarks or other intellectual property or proprietary rights of any nature in any jurisdiction, resulting from the use of the Marks or other materials produced hereunder. The respective rights and obligations of the parties under this section shall survive termination of this Agreement.

8. Other Affinity Programs. Endorser acknowledges that Arvest is, and shall remain during the Term, the issuer of Cards through this and other affinity programs which may be in competition with the Affinity Cards contemplated hereunder. Endorser acknowledges that the other programs may contain benefits and terms that are different from those offered under this Agreement.

9. Miscellaneous.

9.1 Assignment. Neither party may transfer or assign its rights or delegate its duties under this Agreement without the prior written consent of the other; provided, however, that Arvest may assign any of its rights and obligations hereunder to an affiliate or successor if such affiliate or successor assumes, either expressly or by operation by law, all of Arvest's obligations hereunder.

9.2 Notices. Notices under this Agreement shall be in writing and shall be deemed to have been given when delivered in person one (1) business day after being sent by overnight courier, charges prepaid, or four (4) business days after being mailed, postage prepaid, by registered or certified mail, in each case to the address set forth below:

(a) If to Arvest:

Arvest Bank
Attn: Rick Wood
ETS Dept.
202 S. Goad Springs Rd,
Lowell, AR 72745

(b) If to Endorser:

Attention:_____
Address:_____ City: _____
State:_____ Zip: _____

or to such other address as any party may from time to time designate by notice given to the other party in the manner provided herein.

9.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

9.4 Amendment; Waiver. This Agreement may be amended only by a written agreement signed by the parties hereto. A waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

9.5 Binding Effect. This Agreement shall be binding upon all parties and their respective successors and permitted assigns.

9.6 Severability. If any provision of this Agreement as applied to any party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or

unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

9.7 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which will be deemed an original. A facsimile or other electronic transmission of a signed counterpart of this Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.

9.8 No Agency. The parties are independent contractors. Nothing in this Agreement creates any agency, partnership, employment, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

9.9 Entire Agreement. This Agreement and attached appendix constitute the entire agreement and understanding between the parties with respect to the subject matter hereof, and there are no agreements, understandings, specific restrictions, warranties or representations relating to such subject matter between the parties other than those set forth herein.

EXECUTED as of the day and year first above written.

ARVEST: **ARVEST BANK**

By: _____

Name: Gloria Martinez

Title: Sales Manager

ENDORSER: LAWTON PUBLIC SCHOOLS

By: _____

Name: CARLA CLODFELTER

Title: VICE PRESIDENT
LAWTON BOARD OF EDUCATION

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 $ 1000 .

Annual Renewal Reward - Subject to the agreement of the parties as described below, Arvest shall pay Endorser the aggregate sum of $ 1000 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) $ 0 per Affinity Card issued and activated during the Initial Term or any Renewal Term, as applicable, or (b) $ 0 .

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.

6-21-07 to Board
6-26-08 to Board
6-29-09 to Board
6-28-10 to Board

6-27-11
6-21-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE FOR CIVIL RIGHTS

THE ASSISTANT SECRETARY

RECEIVED

JUL 2 8 2006

LAWTON PUBLIC SCHOOLS
OFFICE OF
SUPERINTENDENT

July 21, 2006

Dear Colleague:

I am writing to inform you of a new requirement to provide assurances of compliance with the *Boy Scouts of America Equal Access Act of 2001* (*Boy Scouts Act*), 20 U.S.C. 7905, 34 CFR Part 108. The *Boy Scouts Act* applies to any public elementary school, public secondary school, local education agency (LEA), or state education agency (SEA) that has a designated open forum or limited public forum and that receives funds made available through the United States Department of Education (described in this letter as "recipients subject to the *Boy Scouts Act*"). To comply with the *Boy Scouts Act* regulatory provision at 34 CFR §108.8, you must submit to the United States Department of Education (Department), Office for Civil Rights (OCR), a signed assurance of compliance. The reason for this requirement follows.

On Jan. 8, 2002, President George W. Bush signed into law the *No Child Left Behind Act of 2001*, Public Law 107-110, amending the *Elementary and Secondary Education Act of 1965* (*ESEA*). The *Boy Scouts Act* is section 9525 of the *ESEA*. The *Boy Scouts Act* prohibits any recipient subject to the act from denying equal access or a fair opportunity to meet to, or from discriminating against, any group officially affiliated with the Boy Scouts of America (Boy Scouts) or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within the recipient's designated open forum or limited public forum.

If OCR determines, based on the investigation of a complaint, that a recipient subject to the *Boy Scouts Act* has not complied with the act or with its lawfully adopted regulations, guidelines and standards, OCR will attempt to secure the recipient's voluntary compliance. If OCR is unable to negotiate a voluntary agreement with the recipient, OCR will initiate enforcement action, which could include termination of all funds made available through the Department.

The final regulations for the *Boy Scouts Act* were published in the Federal Register on March 24, 2006. A copy of the Federal Register notice can be found on the Department's Web site at http://www.ed.gov/legislation/FedRegister/finrule/2006-1/032406a.html. More information on the *Boy Scouts Act* can be found on OCR's Web site at http://www.ed.gov/policy/rights/guid/ocr/boyscouts.html.

OMB Approval No. 1870-0503

United States Department of Education, Office for Civil Rights

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, AND THE BOY SCOUTS OF AMERICA EQUAL ACCESS ACT OF 2001

The applicant or recipient (hereinafter applicant) provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans and contracts (except contracts of insurance or guaranty), property, discounts, other Federal financial assistance from the United States Department of Education (Department), or funds made available through the Department. This assurance applies to all Federal financial assistance from or funds made available through the Department, including any that an applicant may seek in the future.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance.
2. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.
3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in any program or activity receiving Federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
5. If applicable, the Boy Scouts of America Equal Access Act of 2001, 20 U.S.C. 7905, which requires equal access for the Boy Scouts of America and other designated youth groups to meet at public schools. This law applies to any public elementary school, public secondary school, local educational agency, or State educational agency that has a designated open forum or limited public forum and that receives funds made available through the Department.
6. All regulations, guidelines, and standards lawfully adopted under the above statutes by the Department.

The applicant agrees that compliance with this Assurance constitutes a condition of continued receipt of Federal financial assistance from or funds made available through the Department, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which this assistance or these funds are provided. The applicant further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits are not discriminating in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that this assistance or these funds can be terminated and the applicant denied the right to receive further assistance or funds. The applicant also understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of the Assurance or seek other appropriate judicial relief.

The person or persons whose signature(s) appear(s) below is/are authorized to commit the applicant to the above provisions.

August 17, 2006
Date

Authorized Official(s)

BOARD OF EDUCATION PRESIDENT, HOSSEIN MOINI
Title of Authorized Official(s)

LAWTON PUBLIC SCHOOLS
Name of Institution or Agency

PO BOX 1009
Street

LAWTON, OK 73502
City, State, Zip Code

PLEASE RETURN TO:

U.S. Department of Education
Office for Civil Rights
400 Maryland Avenue, SW
Washington, DC 20202-1100

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1870-0503. The time required to complete this information collection is estimated to average 20 minutes per response, including the time to review instructions and complete the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, Washington, D.C. 20202-4651. **If you have comments or concerns regarding the status of your individual submission of this form, write directly to:** U.S. Department of Education, Office for Civil Rights, 400 Maryland Avenue, SW, Washington, DC 20202-1100.

BOARD APPROVED
FEB 03 2020
LAWTON PUBLIC SCHOOLS

CAMERON UNIVERSITY- LAWTON PUBLIC SCHOOLS STADIUM LEASE AGREEMENT

THIS AGREEMENT, effective as of the date of execution by the last party to sign, is entered into between the **Board of Regents for The University of Oklahoma and Cameron University** a constitutional agency of the State of Oklahoma ("LESSOR"), and the **Board of Education, Independent School District No. 8, Comanche County, Oklahoma,** a political subdivision of the State of Oklahoma, with its principal offices located at 753 Fort Sill Boulevard, Lawton, Oklahoma ("LESSEE")

WITNESSETH:

WHEREAS, the LESSOR owns and operates certain real property located at Cameron University ("University"), in Lawton, Oklahoma, for general educational, service and research purposes: and

WHEREAS, the LESSOR grants leases for uses of certain property, which do not conflict with the primary purposes of owning, operation and maintaining such property; and

WHEREAS, LESSEE has been dependent on leasing LESSOR'S stadium for the use and benefit of its constituent senior high schools and middle schools since Cameron stadium was constructed, and

WHEREAS, LESSEE therefore has requested a nonexclusive lease of Cameron University stadium, including stadium infrastructure, the adjacent parking lot at the corner of 38th and Gore, ticket booths, concession stands, locker rooms, and press box (collectively referred to hereafter as "STADIUM") for football games, soccer games and certain other authorized school activities of Lawton public schools; and

WHEREAS, the parties desire to enter into a new agreement in order to take into account, among other things, substantial improvements to the STADIUM, LESSEE agrees to underwrite if funding is available; and

WHEREAS, it is LESSOR'S intent to cooperate with LESSEE and to accommodate LESSEE'S request for LESSOR to make improvements if funding is available to certain of LESSOR'S athletic facilities for the use and benefit of LESSEE and Lawton Public School students and it is LESSEE'S desire and intent to bear the costs and expenses, or a portion thereof if funding is available, based on the nature of the improvement connected therewith.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the LESSOR and LESSEE hereby agree as follows:

1. STADIUM LEASE

1.1 The LESSOR does hereby grant to the LESSEE a nonexclusive lease and the use of the STADIUM, upon such conditions as are set forth herein.

1.2 LESSEE understands and agrees that this Agreement gives LESSEE no exclusive rights of access, use or control of any LESSOR property except as may be provided by the specific terms of this Agreement.

2. TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for a period of ten and one-half (10.5) years, beginning January 1, 2020, and terminating on June 30, 2030.

3. COST RECOVERY

As full, adequate and complete compensation for the term of this Agreement, LESSEE Agrees to the following:

3.1 Turf. LESSEE will install new artificial turf before existing artificial turf performs outside of established standards set by industry organizations, i.e. Synthetic Turf Council (or other recognized industry organizations) and recognized testing standards established by the ASTM (American Society for Testing and Materials). At which time artificial turf performs outside of industry standards, Lessee shall commence construction and installation of a safe, high quality artificial turf (hereinafter "Turf") in the STADIUM and shall bear all direct and indirect costs and expenses in connection therewith. Replacement shall include, without restriction, any reasonably required construction and/or reconstruction of the subsurface layer(s) upon which the Turf is to be installed, drainage structures or other required infrastructure modification, and all related costs.

3.1.1 Artificial Turf will be tested for hardness/impact a minimum of every two years by a recognized (or certified) testing company at LESSEE'S expense to certify hardness/impact of the Artificial Turf by G-max Testing or other recognized testing procedures by the industry or ASTM and to verify hardness/impact is not out of compliance with the Artificial Turf Company's warranty or industry standards.

3.2 In addition to turf, during the term of this lease the LESSEE and LESSOR will attempt to make other improvements to the Stadium if funding is available from public or private sources. The projects presently identified, and the order in which they are proposed to be completed are as follow:

1. New stadium lighting
2. New restroom facilities on the lower level
3. Updated concession stands and restrooms (upper level)
4. New press box with elevator and public address system
5. New fieldhouse to include dressing Rooms, additional Offices for Coaches, Weight Room and Training Room
6. Updated seating and railing on the north side
7. New scoreboard
8. Resurface the Stadium parking lot
9. New fencing consistent with the University palette

3.3 The Board of Education of LESSEE will approve the hiring of an architect for any future turf projects. After final plans are approved by LESSEE, they will be presented to LESSOR for its approval.

3.4 The intent of the LESSEE is to request approval of subsequent Boards of Education for funding of the additional projects described above. The intent of the LESSOR is to cooperate and coordinate with the LESSEE by requesting public funds or raising private funds for these additional projects. These projects will be designed and constructed in accordance with the schedule set forth in Paragraph 3.2 as monies are available to fund the projects.

3.5 Prior to constructing any of the stadium improvements described above, the LESSEE will have plans prepared and presented for LESSOR's approval. No project will be commenced until written consent and approval of the plans is obtained from LESSOR. All work shall be done in a good and workmanlike manner at LESSEE'S sole cost and expense unless LESSOR has agreed to contribute a portion of the necessary fund. The improvements shall become a fixed part of the realty and title there to shall be vested in LESSOR.

3.6 LESSOR and LESSEE acknowledge that during the course of this agreement that other replacement or improvement projects may be identified by either party. Examples of such items may be, but are not limited to, replacing ticket booths, adding sidewalks and safety lighting. Beginning in 2018, Representatives of LESSOR and LESSEE shall meet annually prior to March 1 of each year to discuss which project will be undertaken and the scope of that project, if funding is available. Funding source and cost sharing will be discussed and agreed to prior to a project being commenced. Both parties acknowledge that obtaining funds for any STADIUM project is subject to each party being able to identify a funding source. There shall be a written addendum setting forth the scope of the project, funding agreement and overall project schedule.

4. USE AND SCHEDULING

4.1 Football Use: LESSEE shall have the right to use the STADIUM for all home football games, preseason scrimmages and football or band practices for each of the three (3) senior high schools and the four (4) middle schools in LESSEE'S school system located in the Lawton Public School system. Subject to availability, LESSEE may use said STADIUM for any playoff or other extended season football games in which any of the said constituent senior high schools may be a participant.

4.1.1 By August 15th of each year this Agreement is in effect, LESSEE will provide LESSOR with a list of dates it will need the STADIUM for the football season, current year pursuant to Paragraph 4.1 above. LESSEE may use the STADIUM for other Lawton Public Schools (LPS) functions not on the original list at such times as the STADIUM is not scheduled to be used by LESSOR. LESSEE will notify LESSOR at least three (3) working days in advance of such uses. The three-day notification period will be waived for use by the aforementioned LPS football teams wishing to practice in the STADIUM if notice of such use is provided to LESSOR by 10:00a.m. on

the day of the desired use. LESSOR will approve the request for use if no activity has been planned in the STADIUM during the requested time.

4.2 Soccer Use: LESSEE shall have the right to use the STADIUM for all home soccer games, preseason scrimmages and soccer practices for each of the three (3) senior high schools and the four (4) middle schools in LESSEE'S school system located in the Lawton Public School system. Subject to availability, LESSEE may use said STADIUM for any playoff or other extended season soccer games in which any of the said constituent senior high schools maybe a participant.

4.2.1 By January 15th of each year this Agreement is in effect, LESSEE will provide LESSOR with a list of dates it will need the Stadium for the soccer season, current year pursuant to Paragraph 4.2 above.

4.3 Miscellaneous Uses: LESSEE may use STADIUM for band contests, ROTC functions, graduation exercises and other activities of the Lawton Public Schools at such times when STADIUM is not in use by LESSOR and when LESSOR, by and through the President of Cameron University (or the President's designee), approves the use of the STADIUM for the proposed activity. LESSEE shall seek said approval at least thirty (30) days prior to such requested use. In addition, upon approval of LESSOR, LESSEE may host OSSAA (Oklahoma Secondary School Activities Association) sanctioned playoff games for the sports of football and soccer.

4.4 LESSEE agrees and acknowledges that this Agreement authorizes LESSEE to use a portion of University properties only as provided herein and only for purposes and in a manner which will not interfere with University use of said properties and/or the accomplishment of its education, research and service mission. Parking areas east of the STADIUM are not available for use by LESSEE until after 5 PM unless it is a weekend, the University is not in session, or the University is closed. Traffic cones or other devices, may not be used to reserve parking or spaces in this area **other than** adjacent to the East Ticket Booth until after 5 PM.

4.5 LESSEE agrees to occupy and use the STADIUM in a careful manner so as to avoid injury and damage to the STADIUM, LESSEE'S students, athletes, patrons and invitees to any of LESSEE'S events at University.

4.6 LESSEE will schedule ALL USES through the University's EVENTS MANAGEMENT OFFICE or its successor. LESSEE will abide by all rules and regulations established by the University or the University of Oklahoma Board of Regents.

4.7 There will be NO LESSEE events scheduled during the week of the LESSOR'S Commencement Ceremony.

5. STADIUM OPERATIONS AND MAINTENANCE

5.1 LESSEE shall be solely liable for all STADIUM operations during its functions at STADIUM, including, without limitation, security, communication, public address and engineering.

LESSEE shall be responsible for maintaining lighting, the public address system and communication system between the field and press box for the STADIUM. LESSEE policies shall apply inside of the STADIUM for LESSEE scheduled events on the Cameron University Campus. Any LESSEE function or event inside of the STADIUM during the term of this lease will be considered a Non-Public Forum. Areas outside the STADIUM will be regulated consistent with written University policy.

5.2 LESSEE shall be responsible for any and all clean-up necessary at the STADIUM and surrounding affected areas following all authorized uses by LESSEE of University facilities. LESSEE will be responsible for providing any HAZMAT kits used during the LESSEE'S events. LESSOR shall provide the refuse truck and labor for hauling LESSEE'S refuse from Stadium. LESSOR shall perform inside custodial services to the dressing rooms, press box, concession stands, restrooms and ticket booths after all LESSEE events and LESSEE shall pay TWO **HUNDRED AND NO/100 DOLLARS ($200.00)** per event. Amount paid per event shall be adjusted annually on the anniversary of the agreement by the Consumer Price Index, during the term of this agreement.

5.3 LESSEE shall bear all direct and indirect costs and expenses in connection with operation, maintenance and repair, including without limitation turf and safety-related infrastructure repairs, of the STADIUM. Due to the use of the STADIUM lighting by approved University groups, LESSOR will pay half of the re-lamping and crane fees for the Stadium lighting no more than once during the yearly term of the lease. LESSOR shall invoice LESSEE ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($1,200.00) for maintenance costs on a monthly basis, and LESSEE shall promptly pay LESSOR said within thirty (30) days.

6. CONCESSIONS

During the term of this Agreement, LESSEE shall have full responsibility for and the right to all concessions operations during any authorized event held at STADIUM by LESSEE and the right to all proceeds therefrom. LESSEE has the right to sell programs and spirit items at all authorized LESSEE events and to keep all proceeds therefrom.

7. UTILITIES

7.1 LESSEE agrees to be responsible for any and all gas, electric, water and other utilities related to the installation, construction, operation and maintenance of the STADIUM and at LESSOR'S option, shall pay for and have installed separate service lines and metering devices metered by the utility or the cost of separately sub-metering by University. LESSOR shall bill LESSEE monthly for such costs and expenses, which LESSEE agrees to pay promptly, but in no event later than thirty (30) days after being so invoiced.

7.2 Any charges for communication services or other services used, rendered or supplied at the STADIUM in connection with LESSEE'S events thereat shall be the sole responsibility of LESSEE, and LESSEE shall indemnify LESSOR against liability or damages on such account.

8. INSURANCE

8.1 Throughout the term of this lease Agreement, LESSOR shall keep, or cause to be kept, insurance against fire, vandalism, natural disaster or similar insurable mishap on the STADIUM, and all improvements thereto made by the LESSOR for and on behalf of LESSEE as provided hereafter. In keeping with the parties' intentions in entering into this Agreement that the subject improvements are unnecessary for LESSOR'S use of the STADIUM and are being constructed for the use and benefit of LESSEE, LESSEE shall bear eighty-five percent (85%) of any and all insurance premiums attributable to the STADIUM. Further, if the STADIUM is damaged and/or destroyed, in whole or in part, LESSEE agrees to and shall pay eighty-five percent (85%) of any and all applicable insurance deductibles to any and all such claims. If and to the extent allowed by applicable law and/or regulation, LESSEE shall be named as a co-insured on such insurance.

8.2 If, and in the event that, the STADIUM shall be destroyed or damaged by fire, vandalism, natural disaster or other mishap so as to render it unusable, or in the event any other loss occurs which is covered by such insurance, the insurance proceeds due from any policy on said STADIUM shall be used to repair, replace or rebuild said STADIUM. Provided however, if the leased premises are destroyed in whole or in part during the term of this Agreement, LESSOR shall have the obligation to repair them if and only to the extent such repairs are covered by insurance (private or state). LESSEE expressly acknowledges and agrees that LESSOR shall have no obligation to expend any monies to repair, replace or rebuild said STADIUM, other than proceeds of applicable insurance funds (if any), and the obligation to repair, replace or rebuild said STADIUM or any of its improvements, a proportional pro rata share of such proceeds shall be given to the repair, replacement or rebuilding of the turf, press box and scoreboard. Prior to commencing any such repairs, replacements of rebuilding, LESSOR and LESSEE shall agree upon the nature and extent of any such repairing, replacement or rebuilding.

9. WARRANTY AND LIMITATION OF LIABILITY

LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING, WITHOUT LIMITATION, CONDITION OF THE LEASED PREMISES OR ITS FITNESS FOR LESSEE'S PURPOSE. IN NO EVENT WILL THE LESSOR, ITS REGENTS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER ARRISING OUT OF LESSEE'S USE AND/OR LOSS OF USE OF THE LEASED PREMISES.

10. NOTICES

All notices, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing. Such notices, request, demands and other communications shall be deemed to have been given three (3) business days after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

TO LESSOR: Dr. John McArthur, President
Cameron University
2800 West Gore Boulevard
Lawton, OK 73505
Fax: 581-2421

To LESSEE: Dr. Tom Thomas, Interim Superintendent
Lawton Public Schools
753 NW Fort Sill Boulevard
Lawton, OK 73507
Fax: 585-6319

Written notice actually received by a party shall always be effective as of the time of receipt, if a business day, or otherwise on the next business day thereafter/ further, either party may change its address for notice by giving the other party written notice of the new address.

11. STADIUM MANAGEMENT

11.1 The parties agree that University reserves the right to control and manage the STADIUM and enforce all necessary and proper rules for the management and operation of the STADIUM. The Management of the STADIUM shall have free access at all times to all space occupied by LESSEE and shall be granted prompt access to all areas for purposes of safety and security and upon reasonable request, for purposes of STADIUM operations.

11.2 All portions of the sidewalks, gates, doors, roadways, vestibules and all ways of access to public utilities and other areas of the STADIUM shall be kept unobstructed by LESSEE and shall not be used for any purpose other than ingress or egress to and from STADIUM by LESSEE, its patrons, students, guests and invitees.

11.3 LESSEE is solely responsible for opening and closing the Stadium for their events.

12. SECURITY

12.1 LESSEE shall have sole responsibility for the security of the equipment and property of the LESSEE, its agents, employees, officers, contractors, licensees, customers and invitees while such equipment and property is on the Cameron University campus. LESSOR shall not be responsible for any loss or theft of, or damage to, such equipment or property whatsoever in STADIUM by third parties and LESSOR is hereby expressly released and discarded from any and all liability for any loss, injury or damage to person or property that may be sustained by reason of the occupancy and use of STADIUM under this Agreement except by University's sole negligence.

12.2 Lessor shall establish all security requirements for public safety for LESSEE'S events and shall have final authority establishing requirements for crowd control, traffic control, law

15. NONDISCRIMINATION

LESSEE and LESSOR agree that neither they nor any of their agents, employees, or subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race color, religion, national origin, disability, Viet Nam Era veterans status, age, sex, sexual orientation, gender identity or expression, or ancestry. This covenant is governed by Federal Executive Order 11246 and its attendant regulations, federal statutes, Oklahoma Statures, and other laws, rules, orders, or regulation of local, state or federal governmental boards, agencies, or other instrumentalities with respect to unlawful discrimination in employment.

16. WAIVER

A breach of any provision of this Agreement shall act as a breach of the entire Agreement unless said breach is waived in writing by the non-breaching party. No waiver of any breach by any party hereto of any terms, covenants or conditions herein contained in this Agreement shall be deemed a waiver of any subsequent breach of the same, similar or different nature.

17. ASSIGNMENT AND SUBLEASE

LESSEE may not assign any interest it has in this Agreement, nor sublease any portion of the STADIUM, in whole or in part, with the exception of the concessions, without the prior written consent of the LESSOR.

18. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants and provisions thereof shall incur to the benefit of and be binding upon the legal representatives, successors and assigns (if assignment is specifically permitted hereunder) of the parties hereto.

19. TIME OF ESSENCE

For the purpose of this Agreement, time shall be deemed to be of the essence.

20. DEFAULT

Except as otherwise specifically and expressly provided in any paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained and does not cure such failure within thirty (30) days from its receipt of written notice of breach/default or such longer period as may be required to diligently complete a cure commenced within the thirty-day period, then this Agreement may be terminated by any party not in default upon (10) days prior written notice.

21. LEGAL REPRESENTATIVES

Nothing herein shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right of authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the other party.

22. INVALIDITY

If any part of this Agreement is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable. Provided, if the ruling question is subsequently overruled or obviated by Legislative or other lawful action, the severed provision(s) of this Agreement shall return to full force and effectiveness.

23. CONTRACT PREPARATION

The parties each acknowledge and agree that their respective counsel participated equally in the preparation of this Agreement and that neither party shall be considered the scrivener of this instrument for any purpose.

24. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this Agreement shall be effective unless reduced to writing and signed by both parties hereto. Additionally, no statement, discussions or negotiations shall be deemed or interpreted to be included in this Agreement unless specifically and expressly provide herein. This Agreement shall supersede and replace any and all prior agreements between the parties with respect to the subject matter hereunder. No waiver of any breach of covenant herein contained shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

IN WITNESS WHERE OF, the parties have set their hands and seals the year and date indicated below.

LESSOR:

THE BOARD OF REGENTS FOR THE
UNIVERSITY OF OKLAHOMA AND
CAMERON UNIVERSITY

By _____

Name JOHN M. McARTHUR

Title PRESIDENT

Date FEB. 07, 2020

ATTESTED:

By _____

Title Vice President for Business & Finance

LESSEE:

BOARD OF EDUCATION INDEPENDENT
SCHOOL DISTRICT
NO. 8, COMANCHE COUNTY, OKLAHOMA

By _____

Name CARLA CLODFELTER

Title PRESIDENT, LAWTON BOARD OF EDUCATION

Date Feb 3, 2020

Independent School District No. 8 Official SEAL Comanche County, Oklahoma

ATTESTED:

By _____

Title CLERK, LAWTON BOARD OF EDUCATION

BOARD APPROVED
AUG 0 5 2019
LAWTON PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING BETWEEN CAMERON UNIVERSITY AND LAWTON PUBLIC SCHOOLS FOR THE CONDUCT OF HIGHER EDUCATION SUPPORT FOR THE LAWTON PUBLIC SCHOOLS TEACHER RESIDENCY PROGRAM

THIS AGREEMENT is between Cameron University School of Graduate and Professional Studies, hereinafter referred to as the "University," and Lawton Public Schools, hereinafter referred to as the "District." It is understood that the participating institutions will cooperate in the conduct of support activities as described below.

PURPOSE OF AGREEMENT

This agreement provides the terms under which the University will provide support for first year teachers employed by the district as part of the district's Teacher Residency Program.

SCOPE OF THE PROGRAM

The University agrees to provide one academic year of support to first year teachers identified by the District. The District makes no agreement to provide any specified number of first year teachers.

THE UNIVERSITY AGREES TO:

1. Provide higher education representatives for the Teacher Residency Program in support of the Oklahoma state residency program established by Title 70, Oklahoma Statutes, Section 6-195.

2. Assign each Representative to visit the assigned first year teacher four (4) times during the academic year to observe and provide feedback that will promote effective teaching in at least the following areas: classroom management, technology use, data-informed impact on student learning, and diversity awareness.

3. Select higher education representatives who are effective educators and have the skills needed to provide effective mentoring. Representatives will receive professional development for their role as needed.

4. Representatives will be provided to the District at the cost of those personnel only. Costs associated with administering the program at the University such as personnel, resources, and mileage reimbursement for representatives will be provided by the University in-kind.

5. Provide one representative for each qualifying first-year teacher who graduated from an approved educator preparation program at Cameron University at no cost to the District.

6. Provide one representative for each qualifying first-year teacher who did not graduate from

an approved educator preparation program at Cameron University at a cost of $250.00.

7. Bill the District for services provided at the end of each school year.

THE DISTRICT AGREES TO:

1. Provide a list of first year teachers to the University as soon as possible during the fall semester. This list will include teacher name, school, teaching assignment, teacher email address, and, when possible, mentor teacher name.

2. Keep the University informed regarding any changes to first year teacher assignments such as school placement or resignation in a timely manner.

3. Provide recommendations for representatives from among the District's retired teachers and administrators if requested from the University.

4. Share any formal or informal feedback received regarding the performance of representatives to the University.

5. Pay the University for services provided within twenty (20) days of receipt of the bill.

THE UNIVERSITY AND THE DISTRICT JOINTLY AGREE:

1. In compliance with federal law, including the provisions of Title IX of the Education Amendment of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities.

2. That there will be meetings of representatives of both the University and the District as often as such meetings are needed to coordinate and improve the program, and at the convenience of both parties.

3. That there will be on-going, open communication between the University and the District to insure understanding of the expectations and the roles of both institutions in providing support for the Teacher Residency Program.

TERM OF AGREEMENT, MODIFICATION, TERMINATION:

This Agreement shall be effective when executed by both parties and shall remain in effect for a period of three (3) years from date of inception. After the initial period, this agreement may be renewed by mutual agreement of both parties. This agreement may be revised or modified by written amendment when both parties agree to such amendment.

AGREED:

On behalf of LAWTON PUBLIC SCHOOLS

Patty Neuwirth
Signature

PATTY NEUWIRTH
Name

VICE PRESIDENT
LAWTON BOARD OF EDUCATION
Title

8-5-19
Date

On behalf of CAMERON UNIVERSITY

Jennifer Dennis
Signature

Jennifer Dennis
Name

Dean, School of Graduate & Professional Studie
Title

7-19-19
Date

BOARD APPROVED

JUN 27 2017

CONTRACT

LAWTON PUBLIC SCHOOLS

THIS AGREEMENT made and entered into this 27th day of June, 2017, 6-28-18 6-27-19 by and between the Board of Education of Independent School District No. 8, Comanche County, Oklahoma, hereinafter referred to as BOARD, and C. E. Wade, Jr., hereinafter referred to as ATTORNEY.

WITNESSETH

WHEREAS, ATTORNEY has for several years been rendering legal services for and on behalf of BOARD, and the parties desire to reduce to writing a formal agreement pursuant to which ATTORNEY shall provide said services and in accordance with which ATTORNEY shall be paid for said services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, it is stipulated and agreed by and between the parties as follows:

1. ATTORNEY is designated as the attorney for BOARD, and ATTORNEY agrees to perform all legal services required by BOARD during the term of this agreement.

2. ATTORNEY shall attend regularly scheduled meetings of BOARD and those special meetings at which his presence is requested, unless, for some personal or business reason, he is absent from Lawton at the time of the meeting.

3. ATTORNEY shall be readily available to BOARD, superintendent of Schools and the administrative staff of the Lawton Public Schools for the purpose of providing legal advice on any matters which pertain to the Lawton Public Schools.

4. Legal Services shall include the following:

A) Telephone conversations between ATTORNEY and any other administrator, principal or assistant principal on any matter except for ones that involve issues pertaining to matters already assigned to ATTORNEY by BOARD or its Superintendent or any Deputy or Assistant Superintendent.

B) Attendance at any staff meeting which ATTORNEY is requested to participate in by the Superintendent or any Deputy or Assistant Superintendent.

C) ATTORNEY shall review all contracts prior to approval by BOARD.

5. All the legal services described above shall be referred to herein as BASIC LEGAL SERVICES, and for those legal services, ATTORNEY shall be paid the sum of THREE THOUSAND FOUR HUNDRED AND NO / 100 DOLLARS ($3,400.00) per month.

6. In addition to BASIC LEGAL SERVICES, it is acknowledged that ATTORNEY also will be required to provide other legal services for and on behalf of BOARD in connection with issues that could involve potential litigation involving BOARD or issues which require ATTORNEY to provide more

than routine legal advice. These include such things as due process hearings, other administrative hearings, OCR complaints and labor matters on behalf of BOARD.

ATTORNEY shall also provide any services required in connection with unemployment claims filed against BOARD. This includes responding to claims and representation in all unemployment hearings and appeals. Prior to the 7th of each month, ATTORNEY shall provide Superintendent and Board President with a summary of the unemployment claim activity for the prior month.

When ATTORNEY believes legal services will exceed those described as BASIC LEGAL SERVICES, ATTORNEY shall notify the Superintendent and/or Board President. Superintendent and/or Board President must approve all legal services not included in BASIC LEGAL SERVICES.

ATTORNEY shall be paid an hourly rate of ONE HUNDRED EIGHTY AND NO / 100 DOLLARS ($180.00) per hour for all legal services which are not included as part of the BASIC LEGAL SERVICES under this agreement. ATTORNEY shall separately itemize and bill BOARD monthly for legal services not included as part of the BASIC LEGAL SERVICES. In addition, ATTORNEY shall bill BOARD monthly for any and all costs advanced or other expenses incurred on behalf of BOARD, to include, but not be limited to, travel expenses, dues and costs of legal publications purchased in connection with ATTORNEY'S representation of BOARD.

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

8. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the year and date first above written.

BOARD:

BOARD OF EDUCATION OF
INDEPENDENT SCHOOL DISTRICT NO. 8,
COMANCHE COUNTY, OKLAHOMA

By _____
Dr. Lori Bridges, Board President

Independent School District No. 8 Comanche County, Oklahoma Official SEAL

ATTEST:

_____
Kathy Bentley, Clerk
(SEAL)

ATTORNEY:

_____
C. E. Wade, Jr.

BOARD APPROVED
JUN 01 2020
LAWTON PUBLIC SCHOOLS

Children's Internet Protection Act (CIPA)

The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. CIPA imposes certain requirements on schools or libraries that receive discounts for Internet access or internal connections through the E-rate program – a program that makes certain communications services and products more affordable for eligible schools and libraries. In early 2001, the FCC issued rules implementing CIPA and provided updates to those rules in 2011.

What CIPA requires

Schools and libraries subject to CIPA may not receive the discounts offered by the E-rate program unless they certify that they have an Internet safety policy that includes technology protection measures. The protection measures must block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors (for computers that are accessed by minors). Before adopting this Internet safety policy, schools and libraries must provide reasonable notice and hold at least one public hearing or meeting to address the proposal.

Schools subject to CIPA have two additional certification requirements: 1) their Internet safety policies must include monitoring the online activities of minors; and 2) as required by the Protecting Children in the 21st Century Act, they must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response. Schools and libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:

- Access by minors to inappropriate matter on the Internet;
- The safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- Unauthorized disclosure, use, and dissemination of personal information regarding minors; and

Measures restricting minors' access to materials harmful to them.

Schools and libraries must certify they are in compliance with CIPA before they can receive E-rate funding.

- CIPA does not apply to schools and libraries receiving discounts only for telecommunications service only;
- An authorized person may disable the blocking or filtering measure during use by an adult to enable access for bona fide research or other lawful purposes.
- CIPA does not require the tracking of Internet use by minors or adults.

This information was compiled from the FCC's Consumer Guide on CIPA, dated 11/3/15 and can be found at http://transition.fcc.gov/cgb/consumerfacts/cipa.pdf

Carla Clodfelter 6/1/2020

LAWTON PUBLIC SCHOOLS

DAVID McDERMOTT
Director, Media Operations
dmcdermott@lawtonps.org

May 21, 2020

TO: Members of the Board of Education

SUBJECT: Certification of the Children's Internet Protection Act (CIPA) and E-rate Requirements

The purpose of this letter is to help better educate you and to certify one of the requirements that must be met each year that we file for E-rate funds. These funds assist in offsetting the cost of our internet, intranet, and based on funding, the purchasing of hardware such as switches, routers, and wireless access points.

We must certify compliance with the Children's Internet Protection Act (CIPA) to be eligible for Schools and Libraries (E-rate) Program discounts on Category One internet access and all Category Two services – internal connections, managed internal broadband services, and basic maintenance of internal connections.

There are three basic requirements:

1. *Internet Safety Policy*: This is covered under policy EFBCA – Internet and Other Computer Networks, Acceptable Use and Internet Safety Policy, dated June 27, 2017, that each student and staff member sign each year.
2. *Technology Protection Measure*: The district utilizes an active internet filter that blocks or prevents access to content that is inappropriate or harmful to minors. This service is provided by GoGuardian Admin (K-12), a content web filtering service. It is also covered under the requirements of EFBCA R2 – Internet Filtering (Regulation), dated March 9, 2010.
3. *Public Notice and Hearing or Meeting*: Which is being met as this is information is displayed in the agenda and provided to the Board of Education.

I have included a CIPA fact sheet with those requirements to further explain each of them.

By reviewing this letter and attached CIPA fact sheet, the Board of Education is certifying that all Federal Communications Commissions (FCC), Universal Service Administrative Company (USAC), and CIPA requirements are being met.

For further information, please contact me or AJ Watson, our district IT Director.

Dave McDermott

BOARD APPROVED

MAY 03 2010

LAWTON PUBLIC SCHOOLS

to board 6-28-10
6-27-11
6-26-12
6-25-13
6-26-14
6-25-15

6-28-16
6-27-17
6-28-18
6-27-19

AGREEMENT

THIS AGREEMENT made and entered into this 25th day of May, 2010, by and between the INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA, also known as Lawton Public Schools, hereinafter referred to as "DISTRICT", and THE CITY OF LAWTON, a Municipal Corporation, hereinafter referred to as "CITY."

THAT FOR AND IN CONSIDERATION of the mutual convenants, conditions and agreements herein contained, the parties hereby stipulate and agree as follows:

1. BASEBALL FIELD LEASE. DISTRICT does hereby grant unto CITY the use of baseball fields designated by DISTRICT in Exhibit A, attached hereto and made a part hereof by reference herein, along with the adjacent parking facilities, concession facilities, and restroom facilities, if available, for the term and purposes and upon such conditions as are hereinafter set forth.

2. TERM. This agreement shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.

3. PURPOSE. This agreement shall cover the purpose of providing a city-wide summer baseball program during the months of May, June, July and August.

4. CONSIDERATION. As and for full, adequate and complete consideration for the term of this lease agreement, CITY shall provide the following:

A. CITY shall provide all necessary grounds maintenance to the baseball fields during the months it has the use of said facility, to include, but not limited to, dirt and chalk.

B. CITY shall employ individuals, who are recommended by DISTRICT, to provide the necessary maintenance for the baseball fields selected by DISTRICT. City will consult with DISTRICT Executive Director of Athletics as to the qualifications of the position(s) to be filled. DISTRICT equipment, including tractor and drag, shall be made available for providing such maintenance. CITY shall be responsible for the repair or replacement of all equipment that is damaged during the course of this maintenance.

C. CITY shall be responsible for implementing a summer baseball program and will be responsible for the expenses incurred in conducting said summer baseball program. DISTRICT assumes no responsibility for providing balls, bats, gloves, or any other baseball equipment.

D. The employees retained by CITY shall be responsible for clean-up and all general maintenance required to be provided at the baseball field facilities.

E. DISTRICT shall maintain all lights and improvements provided at said baseball field facilities.

5. USE OF FACILITIES. CITY shall have the right to use the baseball field facilities designated by DISTRICT during the summer baseball program and for all games associated with that program.

6. OPERATIONS AND CLEAN-UP. CITY shall be responsible for all facilities operations at all games at the baseball field(s). CITY shall further be responsible for all clean-up necessary at the field(s) and the surrounding affected areas following baseball games conducted at the facilities.

7. ADMISSION CHARGES. CITY shall be authorized to charge admission for baseball games, obtain sponsorship fees, and charge participation fees on the condition that all proceeds are used for the benefit of the summer baseball program.

8. CONCESSIONS. DISTRICT shall retain the right to all concessions operated during any baseball games held at the facilities by CITY during the term of this agreement; or, in lieu thereof, DISTRICT shall permit either CITY or some other organization to provide said concessions on the condition that all proceeds derived from the operation of said concessions are paid to CITY's summer baseball program to be used for the purpose of purchasing necessary uniforms and equipment and other items needed for such program.

9. UTILITIES. During the period of time that CITY is using said baseball field facilities; CITY shall pay all charges for electricity and water incurred at said facilities. DISTRICT shall provide a statement monthly to CITY for electricity charges incurred in connection with the use and operation of said facilities during the months of May, June, July, and August.

10. ASSIGNMENT AND SUBLEASE. CITY may not assign any interest it has in this agreement, nor sublease any portion of the baseball field facilities, in whole or in part, without the prior written consent of DISTRICT.

11. SUCCESSORS AND ASSIGNS. This agreement and all the covenants and provisions thereof shall insure to the benefit of and be binding upon the legal representatives, successors, and assigns of the parties hereto.

12. COMPLETE AGREEMENT. This written document contains the entire agreement of the parties with respect to the use of the baseball field facilities designated by DISTRICT and can be changed only by a written amendment signed by both parties. No waiver of any breach of covenant herein contained shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

13. CANCELLATION. Either party may cancel this agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands the year and date first above written.

BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

BY: _____
Vice PRESIDENT

ATTEST:

_____
CLERK

Approved as to form and legality this 3rd day of May, 2010.

BY: _____
C. E. WADE, JR.
ATTORNEY FOR DISTRICT

CITY OF LAWTON, a Municipal Corporation

BY: _____
MAYOR

ATTEST:

_____
TRACI HUSHBECK, CLERK

Approved as to form and legality this 13th day of May, 2010.

BY: _____
Asst. CITY ATTORNEY

EXHIBIT A

Lawton High School Baseball Field
MacArthur High School Baseball Field
Eisenhower High School Baseball Field

To Include: Baseball Fields/Restroom Facilities/Parking Facilities

to board 6-16-08
to board 6-29-09
to board 6-28-10
to board 6-27-11
6-21-12

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17

6-28-18
6-27-19

COOPERATIVE AGREEMENT
FOR THE DEVELOPMENT AND USE OF EAST SIDE PARK

This Agreement is entered into this 27th day of November, 2001, by and between the City of Lawton, Oklahoma, a municipal corporation (City) and the Board of Education of Independent School District No. 8, Comanche County, Oklahoma (Board).

Whereas, the City is the owner of property located West of MacArthur High School and North of Gore Boulevard and the City plans to develop this area into a recreational area which is referred to as East Side Park (Park); and

Whereas, the Board is the owner of all the abutting property in this quarter section of the proposed Park and the Board recognizes that the City can provide valuable assistance and services to the Board in the development of the Park which cannot be realistically reduced to dollar value, such as construct walkways and roads to the Board's tennis courts and existing parking lot; and,

Whereas, the City recognizes that the Board can provide valuable assistance and services to the City in the development of the Park which cannot be realistically reduced to dollar value, such as allow citizens of Lawton to use the Board's existing parking lots and tennis courts; and,

Whereas, the City and the Board agree that the Park will be a valuable natural resource to the citizens of the City of Lawton and will benefit the community; and

Whereas, the City and the Board desire that they mutually share their respective assets for the benefit of each other and the citizens of Lawton.

Now, Therefore, in consideration of the mutual covenants, conditions, and agreements contained herein, the City and the Board agree as follows:

1. CITY OF LAWTON

The City agrees to the following:

1. All dirt placed on the Board property due to the construction of the ball field complex shall be adequately spread to allow for proper drainage. (See #2 on Attachment 1)

2. Construct a walkway from the Park's proposed parking lot to the Board's tennis courts. (See #3 on Attachment 1)

ORIGINAL COPY

3. Construct an overflow road to the Board's existing parking lot which will assist the public in exiting the park during high usage events. (See #6 on Attachment 1)

4. Construct a walkway from the Park area to the Board's existing parking lot. (See #7 on Attachment 1)

2. BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8

The Board agrees to the following:

1. City shall be allowed to provide walking trails on the Board's property North of the Park. Board shall approve location of walking trails prior to construction. (See #1 on Attachment 1)

2. City shall be allowed to place dirt on Board property during the City's construction of the ball field complex. (See #2 on Attachment 1)

3. City shall be allowed to construct a walkway to the Board's tennis courts. (See #3 on Attachment 1)

4. The public shall be allowed to use the Board's gravel parking area West of the tennis court's for events held at the Park. (See #4 on Attachment 1)

5. The public shall be allowed to use the Board's tennis courts when not in use for school related purposes. (See #5 on Attachment 1)

6. City shall be allowed to construct an overflow road to the Board's existing parking lot which will assist the public in exiting the park during high usage events. (See #6 on Attachment 1)

7. City shall be allowed to construct a walkway from the Park area to the Board's existing parking lot. (See #7 on Attachment 1)

8. The public shall be allowed to use the existing parking lot which will assist the public in exiting the park during high usage events. (See #8 on Attachment 1)

3. HOLD HARMLESS

The Board and the City mutually agree to hold each other, their respective officials and employees harmless from and all of its departments, agencies, agents, servants, officials and employees from any and all actions, causes of action, claims and demands

ORIGINAL COPY

of any character, name, or description brought on account of or in any way arising out of any act(s) or omission(s) while any or each of them are participating or preparing to participate in the aforementioned agreement.

4. TERM AND TERMINATION

The term of this agreement shall commence on the day and year first above written and end on the 30th day of June, 2002. It is intended that this agreement be continued from year to year during the fiscal year of each of the parties. The agreement will, therefore, be deemed to have been extended at the beginning of each succeeding fiscal year, unless prior thereto, either party gives at least thirty (30) days written notice that it does not intend to continue the agreement beyond the current fiscal year.

5. AMENDMENT

This Agreement may be amended in writing with the mutual consent of both parties.

6. POINTS OF CONTACT

The points of contact for the Board and the City are:

Board

Superintendent
Board of Education of Independent
School District No. 8, Comanche County
Shoemaker Education Center
753 NW Fort Sill Blvd.
Lawton, OK 73507

City

City Manager
City of Lawton
103 SW 4th Street
Lawton, OK 73501

In witness whereof, the parties have hereunto set their hands and seal the year and date first above written.

BOARD OF EDUCATION OF
INDEPENDENT SCHOOL DISTRICT
NO. 8, COMANCHE COUNTY,
OKLAHOMA

BY: Debra Bailey
PRESIDENT

ORIGINAL COPY

ATTEST:

SECRETARY Clerk

Approved as to form and legality on behalf of the Board of Education of Independent School District No. 8, Comanche County, Oklahoma this 16 day of November 2001.

C. E. Wade

THE CITY OF LAWTON, OKLAHOMA,
a Municipal Corporation

BY: Cecil E. Powell
CECIL E. POWELL, MAYOR

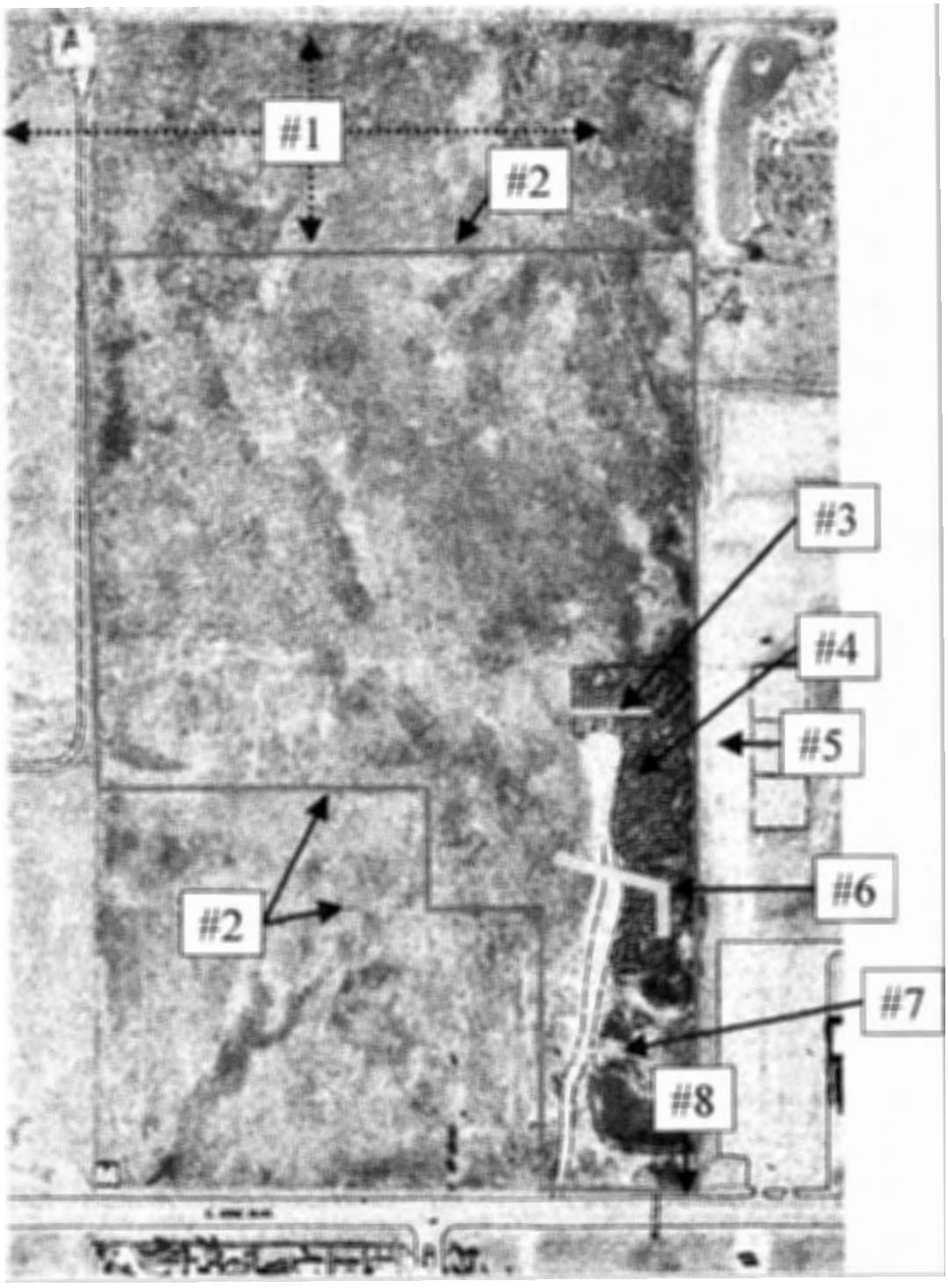
ATTEST:

Brenda Smith
BRENDA SMITH, CITY CLERK

Approved as to form and legality on behalf of the City of Lawton, Oklahoma, a municipal corporation, this 20th day of November, 2001.

JOHN H. VINCENT, City Attorney

ORIGINAL COPY



Attachment 1
to
Cooperative Agreement for the Development and Use of East Side Park

FIRST AMENDMENT TO AN AGREEMENT FOR CONSTRUCTION AND JOINT USE OF RECREATIONAL COMPLEX DATED FEBRUARY 25, 1992

THIS AGREEMENT is the FIRST AMENDMENT the Agreement between the BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA (hereinafter "Board") and the CITY OF LAWTON, a municipal corporation (hereinafter "City") for the construction and joint use of a certain recreation facility south of Eisenhower Senior High School and west of Eisenhower Elementary School commonly known as the Grandview Sports Complex.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants, conditions and agreements herein contained, the parties hereby stipulate and agree, as authorized by the provisions of the Interlocal Cooperation Act, Title 74, Oklahoma Statutes, Section 1001 et. seq., as follows:

1. The City reaffirms its obligation to install an irrigation system on all baseball/softball fields. The City agrees that the installation of the irrigation system shall commence on or before July 12, 1999 and shall proceed in a business like manner till completed. It is anticipated that the installation of the irrigation system for all eight baseball and softball fields will be completed by August 21, 1999. To facilitate the commencement of school use of the fields and the City's understanding of the importance of the use of the fields for school athletics work will commence on fields numbers 7 and 8 and on completion of the system for those fields work will commence on the remainder.

2. The provisions of the Agreement for Joint Use of Recreational Complex ("Grandview"), are hereby modified to provide as follows:

(a) Board shall have the exclusive use of the two (2) softball and two (2) baseball fields at the west end of Grandview, otherwise known as fields 7 and 8 for girls softball and 5 and 6 for junior high baseball for the period beginning July 16th of each year and ending on the third Friday in May of each year. The City shall have exclusive use of all fields in the complex from the third Friday in May of each year through July 15th of each year. During the period of exclusive City use the Board may utilize the

fields (5, 6, 7 & 8) when the City has no activities scheduled so long as the fields remain playable.

(b) Utilization of the fields by either the City or the Board shall be to enhance or play the type games (baseball or softball) the fields have been designed for. Any other use must be requested in writing and approved by both the City and the Board.

(c) During the period that the Board has exclusive use of the fields (5, 6, 7, & 8) the Board shall in addition have exclusive use of the scorers' tower, scoreboard and lights for these fields. During this period the Board shall all assume all responsibility for maintenance of these fields including lights, grounds, concession stands, restrooms, and common areas. The Board will be provided the necessary keys for use of the facilities. Board shall insure that all facilities are secured at the completion of each days activities. The Board shall have exclusive use of the storage area between fields 5, 6, 7 & 8 after July 15, 1999.

(d) City will turn the water to the main line of the system on and off as requested by Board. Board will control the operation of the system. This shall include the operation of the irrigation system currently in place on the soccer field.

(e) City will be responsible for the maintenance and repair of the irrigation system from the concession building to the shut off valve for each field. Board will be responsible for the maintenance and repair of the irrigation system after the shut off valve of each field (5, 6, 7, 8 and the soccer field). The Board's responsibility for the maintenance of the irrigation system on the fields (5, 6, 7, 8 and the soccer field) shall be year round.

(f) Board will be responsible for preparing the fields (dragging, chalking, etc.) for its events and the City will be responsible for preparing the fields (dragging, chalking, etc.) for its events.

(g) Each party will be responsible for trash and debris cleanup after the parties' use of the fields.

(h) Board will maintain all fences on the fields (5, 6, 7 & 8) and will be allowed to hang

promotional signs on the fences. The Board's responsibility for the maintenance of the fences on the fields (5, 6, 7 & 8) shall be year round.

(i) Board will be responsible for the repair of any damage caused by its use and City will be responsible for the repair of any damage caused by its use.

(j) During the term of this agreement which provide for the exclusive use of the facility by either party, any alleged liability which may have been caused by or during such use, for example property damage or personal injury to third parties, shall be administered by the party with the exclusive use subject to the terms and conditions of the Oklahoma Governmental Tort claims Act, Oklahoma Statutes, title 51 (1991), §151 et seq., including the exemptions from liability found at §155. In no way is it intended that this section impose liability for any damages unless said liability is determine by a court of competent jurisdiction. Each party shall be responsible for damage to the complex carried by the negligent act of the its employees, agents and servants.

In all other respects, the Agreement for Joint Use of Recreational Complex dated February 25, 1992, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement this 13 day of April, 1999.

BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

BY: Minnetta Page
MINETTE PAGE, PRESIDENT

ATTEST:
Vicki Anderson
CLERK

(Seal)

THE CITY OF LAWTON, A Municipal Corporation

BY: _____
CECIL E. POWELL, MAYOR

ATTEST:

_____
BRENDA SMITH, CITY CLERK

(Seal)

Approved as to form and legality this 9 day of April, 1999.

_____
JOHN H. VINCENT, CITY ATTORNEY

H:\AGREMNTS\GRANDVIE.WP2

6-27-19

BOARD APPROVED

JUN 03 2019

LAWTON PUBLIC SCHOOLS

JOINT USE AGREEMENT
Grandview Sports Complex
Fields 5 – 8/Soccer Field

THIS AGREEMENT is entered into this 23rd day of April, 2019 by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter called "City"), and The Board of Education of Independent School District No. 8 (hereinafter called "Board").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants, conditions and agreements herein contained, the parties hereby stipulate and agree, as authorized by the provisions of the Interlocal Cooperation Act, Title 74, Oklahoma Statutes, Section 1001 et. Seq., as follows:

1. **Lease of Land.** Board hereby lets and leases to City, for the period of twenty (20) years, from and after the effective date of the Agreement, and for such period of extension thereafter as hereinafter recited, a tract of land within the City of Lawton located south of Eisenhower Senior High School and west of Eisenhower Elementary School, legally described as follows:

A parcel of land lying in the NE ¼ of Section 33, Township 2 North, Range 12 West, of the Indian Meridian, Comanche County, Oklahoma, further described as follows:

Commencing at a point, being the Northeast corner of the Northeast quarter of Section 33, Township 2 North, Range Twelve West of the Indian Meridian, Comanche County, Oklahoma;

THENCE S00°15'28"W, on the east line of said Section 33 a distance of 1347.22 feet for a POINT OF BEGINNING;

THENCE N89°12'53"W, a distance of 1642.95 feet, to a point on the West line of the East half of the Northeast quarter of the Southwest quarter of said Northeast quarter, said Section 33;

THENCE S00°20'07"W, on the west line of the East half of the Northeast quarter of the Southwest quarter of said Northeast quarter a distance of 648.89 feet, to the southwest corner of the East half of the Northeast quarter;

THENCE S89°45'51"E, on the south line of the East half of the Northeast quarter of the Southwest quarter of said Northwest corner of the North half of the South half of the Southeast quarter of said Northeast quarter;

THENCE S89°45'51"E, on the North line of the North half of the South half of the Southeast quarter of said Northeast quarter a distance of 1026.26 feet;

THENCE N00°15'28"E, parallel with the east line of said Northeast quarter a distance of 237.28 feet;

THENCE N89°44'32"W, a distance of 150.00 feet;

THENCE N00°15'25"E, parallel with the north line of said Northeast quarter a distance of 320.00 feet;

THENCE S89°12'53"E, a distance of 438.87 feet, to a point of the east line of said Northeast quarter;

THENCE N00°15'25"E, on the east line of said Northeast quarter for a distance of 80.00 feet to the POINT OF BEGINNING containing approximately 19.41 acres more or less,

2. **Joint Use of Complex**

A. Utilization of the fields by either City or Board shall be for youth sports and recreational activities by the City or Board.

B. Board shall have the exclusive use of the two (2) softball and two (2) baseball fields at the west end of Grandview, otherwise known as fields 7 and 8 for girls softball and 5 and 6 for junior high baseball for the period beginning July 16th of each year and ending on the third Friday in May of each year. The City shall have exclusive use of fields 5 – 8 from the third Friday in May of each year through July 15th of each year. During the period of exclusive City use the Board may utilize the fields 5 - 8 when the city has no activities scheduled so long as the fields remain playable.

C. During the period that Board has exclusive use of fields 5 - 8 Board shall in addition have exclusive use of the scorers' tower, scoreboard and lights for these fields. During this period the Board shall assume all responsibility for maintenance of these fields including lights, grounds, concession stands, restrooms, and common areas. Board will be provided the necessary keys for use of the facilities. Board shall insure that all facilities are secured at the completion of each day's activities. Board shall have exclusive use of the storage area between fields after July 15th of each year until May of the next year.

D. City will turn the water to the main line of the system on and off as requested by Board. Board will control the operation of the system. This shall include the operation of the irrigation system in place on the soccer

field.

E. City will be responsible for the maintenance and repair of the irrigation system from the concession building to the shut off valve for each field. Board will be responsible for the maintenance and repair of the irrigation system after the shut off valve of field 5 - 8 and the soccer field. Board's responsibility for the maintenance of the irrigation system on fields 5 - 8 and the soccer field shall be year round.

F. Board will be responsible for preparing the fields (dragging, chalking, etc.) for its events and City will be responsible for preparing the fields (dragging, chalking, etc.) for it events.

G. Each party will be responsible for trash and debris cleanup after the party's use of the fields.

H. Board will maintain all fences on fields 5 - 8 and will be allowed to hang promotional signs on the fences. Board's responsibility for the maintenance of the fences on fields 5 - 8 shall be year round.

I. Board will be responsible for the repair of any damages caused by its use and City will be responsible for the repair of any damages caused by its use.

J. City shall bear all cost for electricity used at the recreation complex.

K. During the term of this agreement which provides for the exclusive use of the facility by the parties at specified times, any alleged liability occurring during such use, i.e. property damage or personal injury to third parties, shall be the responsibility of the party with the exclusive use subject to the provisions of the Oklahoma Governmental Tort Claims Act, Oklahoma Statutes, Title 51, §151 et seq., including the exemptions from liability found at §155. In no way is it intended that this section impose liability for any damages unless said liability is determined by a court of competent jurisdiction. Each party shall be responsible for damage to the complex caused by the acts of omissions its employees, agents and servants.

3. **Concessions.** City shall have the right to operate all Concessions, or permit another organization or entity to do the same, during all events held at the recreation complex, including school events in which participation is limited to students. The determination to operate concessions during school events shall be made jointly by the parties, but for all other events shall be within the sole discretion of City.

4. **Parking Space.** Any improvements to the parking spaces on both sides of the existing asphalt road on the leased premises desired by City shall be made at

City's expense; provided, however, that City shall not be obligated to make such improvements.

5. **Destruction.** In the event the recreation complex is substantially damaged by acts or omissions of City, so as to necessitate major repairs, the cost of which imposes a financial hardship on City, in the sole judgment of Lawton City Council, then City may elect to abandon the complex and the term of this Lease Agreement, and all obligations herein, shall end. In the event of abandonment, City shall be required to remove all damaged and other improvements from the leased premises if so requested by the Board.

6. **Expansion.** In the event Board determines during the term of this Lease Agreement that it is necessary to expand the existing building housing Eisenhower Elementary School by adding-on to such building, then the portion of the leased premises, if any, necessary to accomplish such expansion shall be removed from the premises and shall no longer be a part of the recreation complex. Upon completion of the expansion, the legal description of the leased premises contained in Paragraph 1 shall be modified to reflect the portion removed, which modification shall be attached hereto and made a part hereof.

7. **Extension of Term.** City shall have the option to renew and extend this Lease Agreement according to all of its terms and conditions for one (1) additional period of five (5) years from and after the expiration of the primary term herein provided. Said option shall be considered as having been exercised by City unless City gives the Board notice in writing prior to the expiration of the primary term that it elects not to renew and extend, in which case this Lease Agreement shall terminate at the end of the primary term.

8. **Disposition of Property.** Upon the expiration or termination of this Lease Agreement, City shall have the right to remove any improvements it has constructed upon the leased premises, including bleachers, fences, lights poles, officials towers, and any buildings, but not including the irrigation system, water line, and sanitary sewer lines, as City may elect, without the payment or any compensation whatsoever to Board, or it may leave the improvements upon the premises and said improvements shall become the property of Board.

9. **Assignment and Sublease.** Board and City agree that neither will ever make, or undertake to make, an assignment of any interest it has in this agreement, or sublease any portion of leased premises, in whole or in part, without the prior written consent of the other party; provided however, that this restriction shall not prevent City from permitting another organization or entity to operate concessions as provided in paragraph 3.

10. **Successors and Assigns.** This Lease Agreement and all the terms, covenants, conditions and provisions thereof shall insure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto.

11. **Interpretation.** The parties, in making the Agreement, have entered into it with the hope and belief that the use of the facilities to be provided at the recreation complex shall be of great advantage and benefit both to the people of the City of Lawton and the faculty and students of the schools, and they pledge to each other on all occasions, when and if questions arise concerning the true intent and meaning of this contract, that they will endeavor to so treat each other as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them.

12. **Complete Agreement.** This written document contains the entire agreement of the parties with respect to the subject matter hereof, and can be amended only by a written agreement signed by both parties.

13. **Waiver.** No waiver of any breach of covenant, condition, term or provision herein contained shall be construed as a waiver of the covenant, condition, term or provision itself or any subsequent breach thereof.

14. **RETROACTIVE PROVISION:** By mutual agreement of the parties, this agreement shall be effective retroactive to February 25, 2017, and shall be binding upon both parties as of the effective date.

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and date first above written.

BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

BY: _____
PRESIDENT CARLA CLODFELTER

ATTEST:

Independent School District No. 8 Official Comanche County, Oklahoma SEAL (SEAL)

_____
CLERK KATHY BENTLEY

THE CITY OF LAWTON, A Municipal Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

Traci L. Hushbeck

TRACI L. HUSHBECK, CITY CLERK

(Seal)

Approved as to form and legality this 10th day of April, 2019.

FRANK JENSEN, CITY ATTORNEY

to board 6-26-08
to board 6-29-09
to board 6-28-10
to board 6-27-11
6-21-12

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-21-19

BOARD APPROVED

DEC 1 2 2006

LAWTON PUBLIC SCHOOLS

LEASE PURCHASE AGREEMENT

This Lease Agreement, made and entered into this 28th day of NOVEMBER, 2006, by and between the Board of Education, Independent School District No. 8, Comanche County, Oklahoma, hereinafter referred to as "LESSOR" and the City of Lawton a Municipal Corporation, hereinafter referred to as "LESSEE".

WHEREAS, LESSOR is attempting to secure an appropriate use for the vacant original Lawton High School building.

WHEREAS, LESSEE desires to relocate its municipal offices to the buildings that once housed the original Lawton High School. These buildings have been placed on the National Register of Historic Places, and nothing will be done that will effect those distinctions.

WHEREAS, LESSOR is willing to work with LESSEE on converting said school to a municipal building with LESSEE retaining the right to use of part thereof and direct in certain respects how the building is to be refurbished.

NOW, THEREFORE, in consideration of the sum of Fifty Dollars ($50.00) in hand paid, and for other good and valuable considerations including the considerations set out in the foregoing recitals, the LESSOR hereby leases unto the LESSEE the following described real property, thereinafter called the "leased premises" to-wit:

1. Lots 1, 2, 3, 4, 13, 14, 15 and 16 Block 32 and all of 31, in the Original Townsite of the City of Lawton, Comanche County, Oklahoma according to the recorded plat thereof.

2. The term of this lease shall be fifty (50) years and it shall commence on the date when Phase I construction/renovation is complete and the structure is turned to LESSEE and end on the last day of the fiftieth (50th) year thereafter, subject to the following terms and conditions:

3. The buildings and real property are being leased in an AS IS condition with the exemption that the LESSOR shall be responsible for the cost of constructing the Atrium on the west side of the building, Phase I. (Approved phasing plan see attachment "A".)

a. The parties have agreed to restore the buildings on campus to its original architectural design and to add the Atrium and conference rooms on the west side of the portion of the project. The only portion of the project to be funded by LESSOR in addition to the demolition accomplished and architectural fees paid to date will be the construction of a new four (4) story Atrium in the west courtyard and all mechanical, electrical and plumbing equipment and services as per the phasing schedule, attachment A.

b. The balance of the construction and restoration costs shall be the responsibility of the LESSEE. The restoration shall be done in accordance with plans prepared by Meyer's Architects Plus and approved by LESSOR. Any subsequent variation from their plans must be approved by LESSOR. The LESSEE shall construct the conference center; renovate the auditorium and all other portions of the building in accordance with the approved Phasing Plan.

All hallways throughout the building shall be historically restored to their original condition. An artist rendition of the intended design of the exterior of this building is marked Attachment B, attached hereto and made a part hereof.

4. The leased premises shall be used by LESSEE for whatever use is appropriate as determined by its City Council. The LESSOR shall be afforded priority subject to regularly scheduled City Council meetings use of the auditorium and conference center along with their adjacent amenities to include but not limited to lobby, restrooms and catering kitchen. At no time will the use of the auditorium conflict with the regularly scheduled City Council meetings of LESSEE, City of Lawton. On or before January 31, of each year during the term of this lease the LESSOR shall notify the City Clerk of LESSEE the dates and times at which it needs to schedule the use of the auditorium or the conference room during the ensuing calendar year. Any additions to or changes in the dates or times of meetings by LESSOR or any of its administrative groups or committees shall be delivered in writing forty-eight (48) hours in advance of the meeting if possible. If there are any conflicts they shall be resolved by the City Manager and Superintendent of Schools or their designees.

5. At the completion of the fifty (50) year term the property shall belong to the LESSEE and LESSOR shall execute and deliver to LESSEE and Quit Claim Deed conveying all right, title, and interest in and to the real estate to LESSEE. Upon ownership by the LESSEE the GRANTOR shall have the continuing right to use the conference center, the adjacent amenities and the auditorium at a cost not to exceed the actual cost to open the facility and any necessary cleanup expense.

6. This lease may not be assigned in whole or in part without the written consent of LESSOR.

7. The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or government agency:

a. LESSEE fails to comply with any other covenant, condition or agreement of LESSEE hereunder for a period of twenty (20) days after notice thereof;

b. LESSEE becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the LESSEE or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for LESEE or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against LESSEE and, if instituted against LESSEE, is consented to or acquiesced in by LESSEE or is not dismissed within sixty (60) days.

8. Upon the occurrence of any Event of Default specified herein, LESSOR may, at its sole discretion, exercise any or all of the following remedies:

a. Terminate this Agreement and repossess the Property, in which event LESEE shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by LESSOR in connection therewith;

b. Pursue and exercise any other remedy available at law or in equity, in which event LESSEE shall be liable for any and all costs and expenses incurred by LESSOR in connection therewith. "Costs and expenses," as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of LESSOR or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property.

9. LESSOR promises and covenants to indemnify and save the LESSEE harmless from any and all damages for which LESSEE might be liable to any third party by reason of any action of LESSOR in connection with the use and occupancy of the leased premises, as set out in Paragraph numbered 4 hereof, together with any cost incurred by the LESSEE in defending any such claims, including attorney fees up to the limits of the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes Section 151 et., Seq.

10. LESSEE promises and covenants to indemnify and save LESSOR harmless from any and all damages for which LESSOR might be liable to any third party by reason of any action of LESSEE in connection with the use and occupancy of the leased premises, except for the use by the LESSOR as set out in numbered Paragraph 4 hereof, together with any cost incurred by the LESSOR in defending any such claims, including attorney fees up to the limits of the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes Section 151 et., Seq.

11. The LESSOR will maintain during the Phase I period as shown on Attachment A property damage insurance on the leased premises that will provide coverage for loss or damage to the leased premises from any and all causes including but not limited to events that may occur during reconstruction/renovation of the Phase I project. In the event of damage to the leased premises making the leased premises considered a "un-tenantable", the LESSOR shall not be required to reconstruct the leased premises. In the event that damage to the leased premises is not considered "un-tenantable" the LESSOR shall restore or repair the leased premises with reasonable dispatch. The LESSOR shall not be required to expend sums in excess of the amount recovered from the insurance carrier plus the policy deductible. In the event the leased premises cannot be restored or repaired with the sum available from the insurance policy plus any policy deductible the LESSOR may at its sole determination terminate this lease agreement. In the event the leased premises is determined to be "un-tenantable" this lease shall terminate upon that occurrence happening. In the event of the damage does not render the lease premises "un-tenantable" but the cost of repairs does not exceed the proceeds of the policy of insurance plus the policy deductible the parties may mutually agree to terminate this lease agreement.

12. The LESSEE will maintain from and the Phase II period as shown on Attachment A property damage insurance on the leased premises that will provide coverage for loss or damage to the leased premises from any and all causes including but not limited to events that

may occur during reconstruction/renovation of the Phase II project. In the event of damage to the leased premises making the leased premises considered "un-tenantable", the LESSEE shall not be required to reconstruct the leased premises. In the event that damage to the leased premises is not considered "un-tenantable" the LESSEE shall restore or repair the leased premises with reasonable dispatch. The LESSEE shall not be required to expend sums in excess of the amount recovered from the insurance carrier plus the policy deductible. In the event the leased premises cannot be restored or repaired with the sum available from the insurance policy plus any policy deductible the LESSEE may at its sole determination terminate this lease agreement. In the event the leased premises is determined to be "un-tenantable" this lease shall terminate upon that occurrence happening. In the event of the damage does not render the lease premises "un-tenantable" but the cost of repairs does not exceed the proceeds of the policy of insurance plus the policy deductible the parties may mutually agree to terminate this lease agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the **28TH** day of **NOVEMBER**, 2006.

Lawton, Oklahoma

By: _____
JOHN P. PURCELL JR., MAYOR

ATTEST:

_____
TRACI L. HUSHBECK, CITY CLERK

_____
JOHN H. VINCENT, CITY ATTORNEY

Board of Education of Independent School District No. 8

_____
HOSSEIN MOINI, BOARD PRESIDENT

_____
CHARLES WADE, ATTORNEY AT LAW

PHASING PLAN

ATTACHMENT A

PHASE I. to commence on or about January 1, 2007. Responsibility of the LESSOR. To include the construction of the following as shown on Exhibit 1:

Finished atrium and elevator shafts only. No elevators are included in the base bid but everything is included so they could easily be added in the future.

Mechanical and electrical for atrium only.

Concrete floor only in lower level conference area.

New concrete stairs on north side of lower level conference rooms.

Fire sprinkler system for atrium only.

West entrance drive that includes new circle driveway, handicap parking places and sod.

During Phase I the LESSOR is responsible for all utility bills.

PHASE II. to commence on completion of Phase I which is anticipated on or around December 31, 2007. Phase II by mutual agreement of the parties may commence prior to the completion of Phase I. The anticipated completion date of Phase II is December 31, 2009. Phase II is the responsibility of the LESEE and is to consist of the remodel of three floors to wit:

One (1) floor on the Northwest wing and two (2) floors on the Southwest wing.

The specifics of which are to be determined on or before the completion of Phase I.

PHASE III. shall commence on completion of Phase II. The scope of work to be performed is to be determined and the entirety of Phase III is subject to funding availability. Phase III shall be the responsibility of the LESSEE.

Exhibit 1

10 FIRST FLOOR - BASE BID

SCALE: 1/32"=1'-0"

PROJECT IDENTIFICATION:

REHABILITATION OF OLD LAWTON HIGH SCHOOL,

PHASE 1: CONFERENCE FACILITY

601 SW C AVENUE, LAWTON, OKLAHOMA

REF:

PROJECT NO: 0201E.2P

DATE: 10/04/10

DRAWN BY: RNB

FILE NAME: B1-FLR1.DWG

CHK'D BY: DA

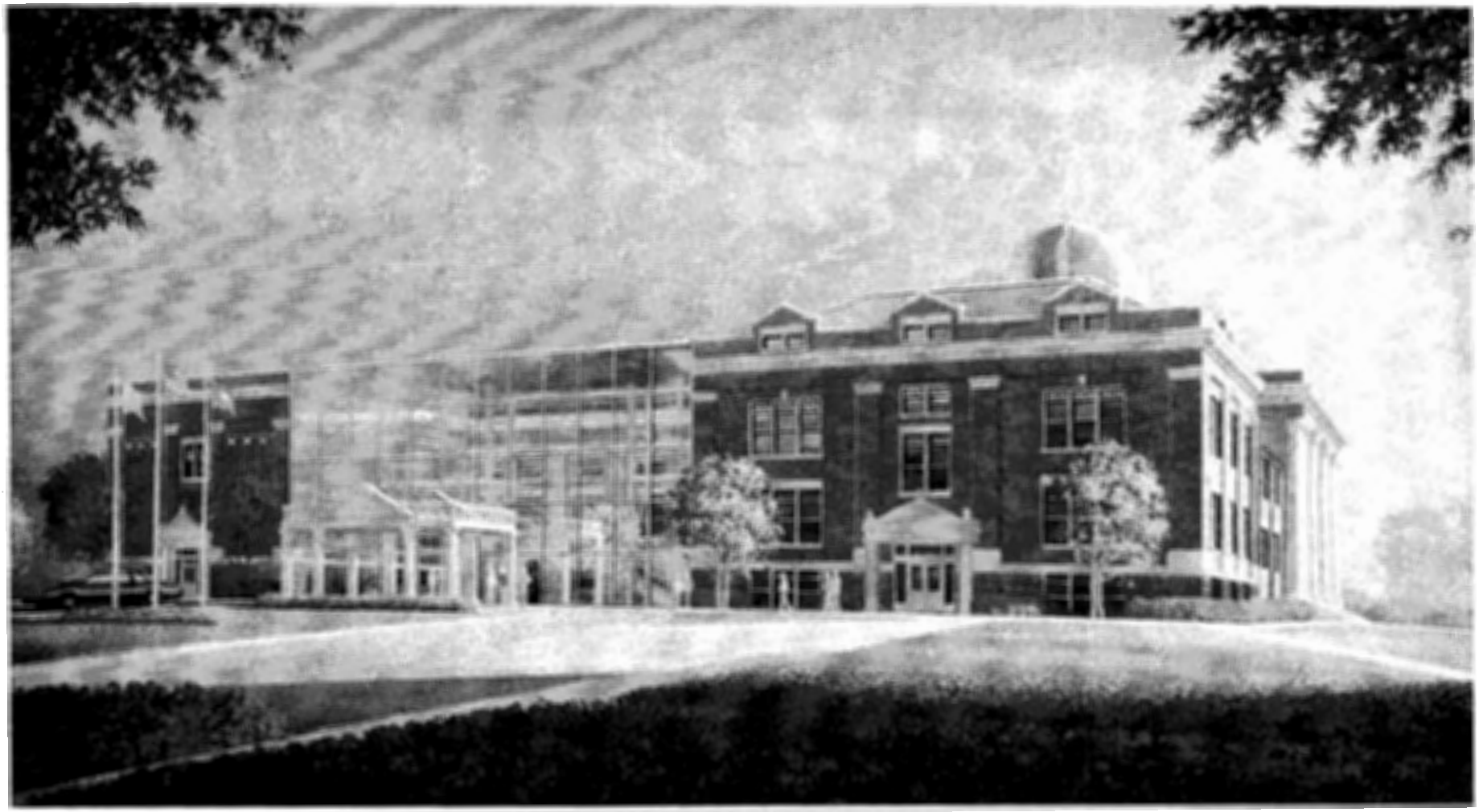
SHT: B1

DWG

STATE OF OKLAHOMA
PAUL B. MEYER
OKLAHOMA CITY, OKLA.
LICENSED ARCHITECT

ADAMS ARCHITECTURE
SUITE 170
OKLAHOMA CITY, OK 73116
405.840.8808
FAX
405.840.8807

DRAWING AND DESIGNS SHOWN ARE THE PROPERTY OF ADAMS ARCHITECTURE PLUS, LLC. ALL RIGHTS RESERVED. COPYRIGHT WITHOUT WRITTEN CONSENT OF ADAMS ARCHITECTURE PLUS, LLC. ANY UNAUTHORIZED USE WILL BE SUBJECT TO LEGAL ACTION.



Restoration and Adaptive Reuse of the Original Lawton High School

801 SW C Avenue, Lawton, Oklahoma

Attachment B

meyer ARCHITECTS ▪ 4000 N. Classen Boulevard, Suite 100N, Oklahoma City, Oklahoma 73118 ▪ (405) 525-8806 ▪ www.meyerarch.com

to board 6-26-08
to board 6-29-09
to board 6-28-10
to board 6-27-11
6-21-12

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18

6-27-19

ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of November, 2001, by and between the Board of Education of Independent School District No. 8, Comanche County, Oklahoma, and THE CITY OF LAWTON, OKLAHOMA, a municipal corporation.

WITNESSETH:

WHEREAS, the City of Lawton has previously conveyed to the Board of Education property located in the Northwest Quarter of Section 30, T-2-N, R-11-W, for the construction of the new Central Jr. High School; and

WHEREAS, there exists a need for additional vehicular access to the above described property;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The City of Lawton agrees to allow non-exclusive access and use of the following described property by the Board of Education, it's employees and invitees;

Commencing at the Center of Section 30, T-2-N, R-11-W, I.M. Comanche County, OK; Said Point being a 5/8" Iron Pin with a City of Lawton Survey Cap inserted on the Point; Thence North 89°57'31" West along the 1/4 Section Line a distance of 1345.88' to a point on the East-West ¼ Section Line; Thence North 00°17'58" East Parallel to the Lawton Public School Property Recorded in Book 381 Page 390 a distance of 33.0' to a point on the North Right of Way of Ferris Avenue, the Point of Beginning of an Easement 12.5' either side of the following centerline.

Continuing at the Point of Beginning;
Thence North 00°18'00" West a distance of 56.15 to a CL;
Thence North 00°25'24" West a distance of 35.73 to a CL;
Thence North 02°58'46" West a distance of 126.51 to a CL;
Thence North 02°12'11" West a distance of 76.66 to a CL;
Thence North 04°31'09" East a distance of 92.95 to a CL;
Thence North 02°31'50" East a distance of 134.04 to a CL;
Thence North 00°29'51" East a distance of 30.63 to a CL;
Thence North 00°21'44" East a distance of 235.03 to a CL;
Thence North 00°27'26" East a distance of 64.92 to a CL;
Thence North 00°00'30" East a distance of 41.58 to a CL;
Thence North 00°20'45" East a distance of 175.95 to a CL;
Thence North 00°04'51" West a distance of 177.42 to a CL;

ORIGINAL COPY

Thence along a curve to the right having a radius of 624.23 feet, an Arc Length of 103.94 feet along said curve, a chord direction of North 05°20'06" East and a chord length of 103.82 feet;

Thence along a curve to the right having a radius of 799.00 feet, an Arc Length of 56.42 feet along said curve, a chord direction of North 12°41'41" East and a chord length of 56.41 feet;

Thence along a curve to the right having a radius of 375.50 feet, an Arc Length of 99.39 feet along said curve, a chord direction of North 18°16'23" East and a chord length of 99.10 feet;

Thence along a curve to the right having a radius of 785.41 feet, an Arc Length of 60.08 feet along said curve, and a chord direction of North 30°26'33" East and a chord length of 60.06 feet;

Thence along a curve to the right having a radius of 785.41 feet, an Arc Length of 121.30 feet along said curve, a chord direction of North 37°03'30" East and a chord length of 121.18 feet;

Thence along a curve to the left having a radius of 883.01 feet, an Arc Length of 253.29 feet along said curve, a chord direction of North 26°37'43" East and a chord length of 252.43 feet;

Thence North 15°31'50" East a distance of 86.92 to a CL;

Thence along a curve to the right having a radius of 269.01 feet, an Arc Length of 72.51 feet along said curve, a chord direction of North 24°21'25" East and a chord length of 72.29 feet;

Thence along a curve to the right having a radius of 237.05 feet, an Arc Length of 104.18 feet along said curve, a chord direction of North 43°09'10" East and a chord length of 103.34 feet;

Thence along a curve to the right having a radius of 235.68 feet, an Arc Length of 85.82 feet along said curve, a chord direction of North 66°06'49" East and a chord length of 85.35 feet;

Thence along a curve to the right having a radius of 235.68 feet, an Arc Length of 53.18 feet along said curve, a chord direction of North 83°00'36" East and a chord length of 53.07 feet;

Thence South 89°48'08" East a distance of 432.21 to a CL;

ORIGINAL COPY

Thence along a curve to the right having a radius of 651.69 feet, an Arc Length of 195.97 feet along said curve, a chord direction of South 76°52'26" East and a chord length of 195.23 feet;

Thence along a curve to the left having a radius of 99.67 feet, an Arc Length of 195.41 feet along said curve, a chord direction of North 57°20'03" East and a chord length of 165.58 feet;

Thence North 03°33'14" East a distance of 40.67 to a CL;
Thence North 02°07'55" East a distance of 190.16 to a CL;
Thence North 03°15'40" East a distance of 60.84 to a CL;
Thence North 00°01'25" East a distance of 9.20 to the Point of Ending on the South Right of Way Of U.S. Hwy 62. (Old Cache Road).

2. The Board of Education agrees that it will limit the use of this road to automobiles and pickups only. Trucks and buses are specifically denied the use of this road.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and date first above written.

BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

By Deborah Bailey, President

ATTEST:

Wm Anderson, Clerk

ORIGINAL COPY

THE CITY OF LAWTON, OKLAHOMA,
A municipal corporation

By _____
CECIL E. POWELL, MAYOR

ATTEST:

_____
BRENDA SMITH, CITY CLERK

Approved as to form and legality on behalf of the City of Lawton this 20th day of November, 2001.

_____
City Attorney

H:\AGREMNTS\SCHOOL\LPS_access_agrmt.doc

ORIGINAL COPY

BOARD APPROVED

AUG 0 2009

LAWTON PUBLIC SCHOOLS

to board 6-28-10
to board 6-27-11
6-21-12
6-25-13

6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

LAW ENFORCEMENT SERVICES MUTUAL AID AGREEMENT

This Agreement made and entered into this 3rd day of ~~July~~ August 2009, by and between the Board of Education of Independent School District No. 8, Comanche County, Oklahoma, also known as Lawton Public Schools, hereinafter referred to as "Board," and the City of Lawton, Oklahoma, hereinafter referred to as "City."

WITNESSETH,

WHEREAS, the Board owns, leases, and rents property within the city limits of the City; and

WHEREAS, the Board has a duly established and authorized police department for the purpose of providing law enforcement services to persons within each of the respective jurisdictional areas; and

WHEREAS, 74 O.S. 360.18 et.seq. authorizes agreements between the governing board of education and local government subdivisions for the purpose of delineating responsibilities between the respective law enforcement agencies, delineating geographical boundaries thereof, and further for the purpose of authorizing campus officers to exercise authority and jurisdiction within areas of local government law enforcement jurisdiction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties the Board and City agree as follows:

1. The Police Department of Lawton Public Schools, hereinafter referred to as "LPSPD," and its duly commissioned and certified police officers have the authority to enforce criminal statutes, and the Lawton municipal ordinances on all property owned, leased or rented by the Board, including the streets, highways, roads, alleys, easements, and other public ways that are immediately adjacent to Board owned, leases, or rented property. The specific streets, highways, roads, alleys, easements, and other public ways referenced in this paragraph are marked in red on the attached exhibits, which are incorporated herein by reference.

2. The LPSPD and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers on off-Board property in the following situations:

   a) When requested by any City of Lawton Police Officer

b) When necessary to complete any enforcement activity which began on Board property, or property adjacent thereto as described in Paragraph One (1) of this Agreement.

c) When reasonably related to LPSPD police officers for traffic activities/control on Board property.

d) In any emergency or situation where prompt action is necessary to prevent or avoid personal injury or property damage or the escape of an offender who is reasonably believed to be fleeing from the scene of a crime or to be resisting arrest.

3. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statutes to Peace Officers, except the service and execution of civil summons, and included but is not limited to making of arrests, issuing of citations, conduction criminal investigations, and traffic collision investigations.

4. The jurisdiction of the LPSPD in the situations set forth in Paragraphs 2 and 3 is concurrent with the jurisdiction of the Lawton Police Department. As used herein, concurrent jurisdiction denotes the authority shared by two law enforcement agencies at the same time over the same subject matter and within the same territory.

5. The LPSPD will have the primary responsibility of law enforcement, including but not limited to patrolling, crime investigation, traffic collision investigation, and traffic control on all property owned, leased or rented by the Board.

6. In all other areas within the police jurisdiction of the City, including the areas wherein the LPSPD and the Lawton Police Department have concurrent jurisdiction by the Agreement, the Lawton Police Department will have the primary responsibility for law enforcement including but not limited to patrolling, crime investigation, traffic collision investigation, and traffic control. However, nothing in the paragraph is intended to prohibit LPSPD of exercising its authority in areas of concurrent jurisdiction.

7. For the purpose of the presentation of traffic and/or criminal charges, the duly commissioned and certified Police Officers of LPSPD are expressly granted access to the Municipal Court of the City of Lawton. Charges presented by them shall be considered as if

presented by City of Lawton Officers and processed accordingly. The Presiding Judge and Clerk of the Municipal Court shall, in concert with the Municipal Attorney, establish and implement such training and procedures as they deem necessary to accommodate this access.

8. For the purpose of submittal of written reports for consideration for institutional disciplinary action, the duly commissioned and certified Police Officers of the City of Lawton are expressly granted access to the Administrative Disciplinary Process of the School District/Board. Matters presented by them shall be considered as if presented by LPSPD officers and processed accordingly. The Judicial Coordinator shall establish and implement such training and procedures as deemed necessary to accommodate this access.

9. Pursuant to 74 O.S. 360.18, unless otherwise required by law, all fines collected in Lawton Municipal Court will go the City of Lawton; and all fines collected through the Administrative Disciplinary Process of the Board shall go to Lawton Public Schools District. The Board will have no claim to fines collected in Lawton Municipal Court, nor shall the City of Lawton have any claim to fines collected through the Lawton Public School District's Administrative Disciplinary Process.

10. Each Party shall be solely responsible for the acts of its own Police Officers, employees and agents taken under this Agreement, but not for the acts of the Police Officers, employees or agents of other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the City and the LPSPD, its officers, employee agents, nor between the LPSPD and the Lawton Police Department, or its officers, employees, or agents.

11. The parties to this Agreement understand that as time passes, situation change and property ownership and occupancy varies. Parties therefore agree that the Chief Executive Officers of the respective law enforcement agencies are authorized, by use of joint written memoranda and/or written mutual aid agreements and maps, to delineate the responsibilities of each respected department and the geographical boundaries thereof in accordance with the

terms of this Agreement, subject to any final approval that may be required by either parties' governing body.

12. This agreement is of indefinite duration and may be terminated by either party upon written notice to the other party thirty (30) days in advance of the date of termination.

13. If any section, subsection, clause, phrase, or portion of this Agreement is, for any reason held invalid or unconstitutional by any court or body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

CITY OF LAWTON
A Municipal Corporation

By: _____
JOHN P. PURCELL, JR., MAYOR

ATTEST: _____
TRACI L. HUSHBECK
CITY CLERK

LAWTON PUBLIC SCHOOL DISTRICT

By: _____
DONNA RONIO, BOARD PRESIDENT

Approved as to form and legality this 6 day of ~~July~~ August, 2009.

_____
FRANK V. JENSEN, CITY ATTORNEY

_____
C.E. WADE, JR., FOR LPS

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

PROJECT: **STP-116E(184)EH**
COUNTY: **City of Lawton**
PARCEL: **1.0, 1.1, 2.0, 2.1, 3.0A, 3.0B**
J/P: **26901(04)**

Between (+ around) cms + Shoemaker

6 easements

DONATION CERTIFICATE

BOARD APPROVED

SEP 19 2013

LAWTON PUBLIC SCHOOLS

AGREE TO DONATE

I, the undersigned, hereby certify that I have received the Property Rights Brochure, have been fully informed of my right to receive just compensation for the right-of-way upon my property and waive the appraisal process, but have elected to donate the right-of-way to **City of Lawton** for this project.

Michele Winton
Agent

9/20/13
Date

Owner

9-19-13
Date

(Attach Property Rights Brochure)

LPA 06/09

PARCEL/LOT: 3.0B
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

SIDEWALK/BICYCLE ROUTE EASEMENT

(Corporate Form)

KNOW ALL MEN BY THESE PRESENTS:

Doc # I-2013-016784
Bk 007061
Pg 0108-0110
Date 10-10-2013 2:11 PM
Filing fee $17.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Carrie Tubbs

THAT **Board of Education of the Independent School District #8** of Comanche County, State of Oklahoma, hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501,** Comanche County, State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public sidewalk/bicycle route or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece, or parcel of land lying in the NW 1/4 of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W) of the Indian Meridian, Comanche County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the NW Corner of the NW 1/4 of Section 30, THENCE S89°55'59"E a distance of 1325.05 Feet along the Section Line to a point, THENCE S00°17'58"W a distance of 425.33 Feet to the POINT OF BEGINNING.
Said point being the following described corner, the Southeast corner of a Lease Recorded in Book 468 Page 230 (U.S. Army Reserve), and the Southwest corner of a Lease Recorded in Book 581 Page 17 (Boy Scouts of America), and said point being on the North Boundary of a Deed Recorded in Book 3522 Page 69 to the Board of Education Independent School District Number 8 (Central Middle School).

THENCE, S89°59'14"E a distance of 256.71 Feet along the North Boundary of a Deed Recorded in Book 3522 Page 69 to a point on the East boundary of said Deed;

THENCE, S25°55'23"W a distance of 66.71 Feet along the East Boundary of said Deed to a Point;

THENCE, N89°59'14"W a distance of 227.56 Feet Parallel with the North Boundary of said Deed to a Point;

THENCE, N00°00'46"E a distance of 60.00 Feet to the POINT OF BEGINNING.

Containing 0.33 Acres More or Less

For the same consideration hereinbefore recited, said Grantor grants and conveys to the **City of Lawton**, the right to use and remove any and all dirt, rock, gravel, sand and other sidewalk/bicycle route building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided , however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

City of Lawton
Office of the City Clerk
212 SW 9th St.
Lawton OK 73501

COMANCHE COUNTY SEAL OKLAHOMA COUNTY CLERK

PARCEL/LOT: 3.0B
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

To have and to hold said above described premises unto the said **City of Lawton**, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantor by reason of the construction and maintenance of a public sidewalk/bicycle route, and all sidewalk/bicycle route excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public sidewalk/bicycle route and incidental facilities over, across or along the above described real estate; the supervision and control of said public sidewalk/bicycle route to be in such municipality, county or other agency of the **City of Lawton**, as has or may have jurisdiction thereof by the laws of the **City of Lawton**, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public sidewalk/bicycle route and incidental facilities.

Said Grantor hereby covenants and warrants that at the time of delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set his hand and seals this the 19th day of September, 2013.

Board of Education of the Independent School District #8

Kent Jester
(Kent Jester, President)

ATTEST:
(SEAL)

Kathy Bentley
(Kathy Bentley, Clerk)

==========

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF COMANCHE)

PARCEL/LOT: 3.0B
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

Before me, Rosemarie A. Hill in and for said County and State on this 19th day of Sept, 2013, personally appeared **Kent Jester**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President,** and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the **Board of Education of the Independent School District #8**, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Rosemarie A. Hill
Notary Public

My commission expires:
May 10, 2014

My commission number:
02006724

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP. 05/10/14 IN AND FOR STATE OF OKLAHOMA

==========

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this 8th day of October, 2013.

CITY OF LAWTON, OKLAHOMA
a Municipal Corporation

Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this 24 day of Sept, 2013.

Frank V. Jensen, City Attorney

H:\2010-7 Bicycle II & III\ROW\Parcel 3.0B Rev1 Board of Ed.doc

PARCEL/LOT: 3.0A
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

SIDEWALK/BICYCLE ROUTE EASEMENT

(Corporate Form)

Doc # I-2013-016785
Bk 007061
Pg 0111-0113
Date 10-10-2013 2:11 PM
Filing fee $17.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Carrie Tubbs

KNOW ALL MEN BY THESE PRESENTS:

THAT **Board of Education of the Independent School District #8** of Comanche County, State of Oklahoma, hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501,** Comanche County, State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public sidewalk/bicycle route or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece, or parcel of land lying in the NW 1/4 of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W) of the Indian Meridian, Comanche County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the NW Corner of the NW 1/4 of Section 30, THENCE S00°17'51"W a distance of 1170.72 Feet along the Section Line to a point, THENCE N89°57'31"E a distance of 1174.52 Feet to the POINT OF BEGINNING.
Said point being the following described corner, the Northeast corner of a Deed Recorded in Book 381 Page 390 to the Board of Education Independent School District Number 8 (Lawton High School), Southeast corner of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School), and the Southwest corner of a Deed Recorded in Book 3522 Page 69 to the Board of Education Independent School District Number 8 (Central Middle School).

THENCE, N00°17'59"E a distance of 50.00 Feet along the West Boundary of the Deed Recorded in Book 3522 Page 69, and the East Boundary of the Deed Recorded in Book 3497 Page 3 to a Point;

THENCE, N89°57'31"E a distance of 74.05 Feet Parallel with the South Boundary of said Deed Recorded in Book 3522 Page 69 to a Point on the East Boundary of said Deed;

THENCE, S25°55'23"W a distance of 55.61 Feet to a Point;

THENCE, S89°57'31"W a distance of 50.00 Feet along the South Boundary of said Deed Recorded in Book 3522 Page 69 and Parallel with the North Boundary of said Deed Recorded in Book 3522 Page 69 to the POINT OF BEGINNING.

Containing 0.07 Acres More or Less.

COMANCHE COUNTY ORIGINAL IN RED SEAL COUNTY CLERK LAWTON, OKLA.

City of Lawton
Office of the City Clerk
212 SW 9th St.
Lawton, OK 73501

PARCEL/LOT: 3.0A
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

For the same consideration hereinbefore recited, said Grantor grants and conveys to the **City of Lawton**, the right to use and remove any and all dirt, rock, gravel, sand and other sidewalk/bicycle route building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided , however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said **City of Lawton**, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantor by reason of the construction and maintenance of a public sidewalk/bicycle route, and all sidewalk/bicycle route excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public sidewalk/bicycle route and incidental facilities over, across or along the above described real estate; the supervision and control of said public sidewalk/bicycle route to be in such municipality, county or other agency of the **City of Lawton**, as has or may have jurisdiction thereof by the laws of the **City of Lawton**, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public sidewalk/bicycle route and incidental facilities.

Said Grantor hereby covenants and warrants that at the time of delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set his hand and seals this the 19th day of September, 2013.

Board of Education of the Independent School District #8

_____
(Kent Jester, President)

ATTEST:
(SEAL)

_____
(Kathy Bentley, Clerk)

PARCEL/LOT: 3.0A
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

==========

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF COMANCHE)

Before me, Rosemarie A. Hill in and for said County and State on this 19th day of Sept, 2013, personally appeared **Kent Jester**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President,** and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the **Board of Education of the Independent School District #8**, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Rosemarie A. Hill
Notary Public

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP. 05/10/14 IN AND FOR STATE OF OKLAHOMA

My commission expires:
May 10, 2014

My commission number:
02006724

==========

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this 8th day of October, 2013.

CITY OF LAWTON, OKLAHOMA
a Municipal Corporation

Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this 24 day of Sept, 2013.

Frank V. Jensen, City Attorney

H:\2010-7 Bicycle II & III\ROW\Parcel 3.0A Rev1 Board of Ed.doc

PARCEL/LOT: 2.0
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

SIDEWALK/BICYCLE ROUTE EASEMENT

(Corporate Form)

Doc # I-2013-016786
Bk 007061
Pg 0114-0116
Date 10-10-2013 2:11 PM
Filing fee $17.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Carrie Tubbs

KNOW ALL MEN BY THESE PRESENTS:

THAT **Board of Education of the Independent School District #8** of Comanche County, State of Oklahoma, hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501,** Comanche County, State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public sidewalk/bicycle route or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece, or parcel of land lying in the NW 1/4 of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W) of the Indian Meridian, Comanche County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the NW Corner of the NW 1/4 of Section 30, THENCE S00°17'51"W a distance of 1170.72 Feet along the Section Line to a point, THENCE N89°57'31"E a distance of 132.77 Feet to a point on the existing Right-of-Way, said Right-of-Way also being the Southwest Corner of the West Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School) the POINT OF BEGINNING.

THENCE, along a curve to the right with a radius of 2814.79 Feet, an arc length of 25.71 Feet, along the existing Right-of-Way Recorded in Book 411 Page 24 and West Boundary of the Deed Recorded in Book 3497 Page 3 to a Point; with a Delta angle of 00°31'24", a chord direction of N13°26'01"E, and a chord distance of 25.71 Feet to a Point;

THENCE, N89°57'31"E a distance of 436.07 Feet Parallel with the South Boundary of said Deed Recorded in Book 3497 Page 3 to a Point;

THENCE, N00°02'29"W a distance of 25.00 Feet to a Point;

THENCE, N89°57'31"E a distance of 600.00 Feet Parallel with the South Boundary of said Deed Recorded in Book 3497 Page 3 to a Point on the East Boundary of said Deed;

THENCE, S00°17'59"W a distance of 50.00 Feet along the East Boundary to the Southeast corner of said Deed Recorded in Book 3497 Page 3 to a Point on the South Boundary of said Deed; said corner also being the Northeast Corner of a Deed Recorded in Book 381 Page 390;

THENCE, S89°57'31"W a distance of 1041.76 Feet along the common Boundary of the South Boundary of said Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School) and the Deed Recorded in Book 381 Page 390 to the Board of Education Independent School District Number 8 (Lawton High School) to the POINT OF BEGINNING.

COMANCHE COUNTY, OKLAHOMA ORIGINAL IN RED SEAL COUNTY CLERK LAWTON, OKLA.

City of Lawton
Office of the City Clerk
212 SW 9th St.
Lawton OK 73501

PARCEL/LOT: 2.0
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

Containing 0.94 Acres More or Less.

For the same consideration hereinbefore recited, said Grantor grants and conveys to the **City of Lawton**, the right to use and remove any and all dirt, rock, gravel, sand and other sidewalk/bicycle route building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided , however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said **City of Lawton**, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantor by reason of the construction and maintenance of a public sidewalk/bicycle route, and all sidewalk/bicycle route excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public sidewalk/bicycle route and incidental facilities over, across or along the above described real estate; the supervision and control of said public sidewalk/bicycle route to be in such municipality, county or other agency of the **City of Lawton**, as has or may have jurisdiction thereof by the laws of the **City of Lawton**, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public sidewalk/bicycle route and incidental facilities.

Said Grantor hereby covenants and warrants that at the time of delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set his hand and seals this the 19th day of September, 2013.

Board of Education of the Independent School District #8

_____
(Kent Jester, President)

ATTEST:
(SEAL)

_____
(Kathy Bentley, Clerk)

PARCEL/LOT: 2.0
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

==========

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF COMANCHE)

Before me, Rosemarie A. Hill in and for said County and State on this 19th day of Sept, 2013, personally appeared **Kent Jester**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President,** and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the **Board of Education of the Independent School District #8**, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Rosemarie A. Hill
Notary Public

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP: 05/10/14 IN AND FOR STATE OF OKLAHOMA

My commission expires:
May 10, 2014

My commission number:
02006724

==========

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this 8th day of October, 2013.

CITY OF LAWTON, OKLAHOMA
a Municipal Corporation

Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this 24 day of Sept, 2013.

Frank V. Jensen, City Attorney

H:\2010-7 bicycle II & III\ROW\Parcel 2.0 Rev1 Board of Ed.doc

PARCEL/LOT: 1.0
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

SIDEWALK/BICYCLE ROUTE EASEMENT

(Corporate Form)

KNOW ALL MEN BY THESE PRESENTS:

Doc # I-2013-016787
Bk 007061
Pg 0117-0119
Date 10-10-2013 2:11 PM
Filing fee $17.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Carrie Tubbs

THAT **Board of Education of the Independent School District #8** of Comanche County, State of Oklahoma, hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501,** Comanche County, State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public sidewalk/bicycle route or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece, or parcel of land lying in the NW 1/4 of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W) of the Indian Meridian, Comanche County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the NW Corner of the NW 1/4 of Section 30, THENCE S00°17'51"W a distance of 1578.39 Feet along the Section Line to a point, THENCE S89°42'09"E a distance of 70.51 Feet to a point on the Existing Right of Way the POINT OF BEGINNING.

THENCE, along a curve to the right with a radius of 2814.79 Feet, an arc length of 413.55 Feet, along the existing Right-of-Way Recorded in Book 411 Page 23 a distance of 383.26 Feet to a Point,

THENCE continuing along the existing Right-of-Way Recorded in Book 411 Page 24 a distance of 30.29 Feet to a Point; with a Delta angle of 08°25'04", a chord direction of N08°57'47"E, and a chord distance of 413.18 Feet to a point on the North Boundary of a Deed Recorded in Book 381 Page 390 to the Board of Education Independent School District Number 8 (Lawton High School), and the South Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School);

THENCE, N89°57'33"E a distance of 41.10 along the North Boundary of a Deed Recorded in Book 381 Page 390 to the Board of Education Independent School District Number 8 (Lawton High School), and the South Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School) a distance of 41.10 Feet to a Point;

THENCE, parallel with the existing Right-of-Way on a curve to the left with a radius of 2774.79 Feet, an arc length of 258.49 Feet, a Delta angle of 05°20'15", a chord direction of S10°41'50"W, and a chord distance of 258.40 Feet to a point;

THENCE, radial to said curve N81°58'18"W a distance of 25.00 Feet to a Point;

THENCE, parallel with the existing Right-of-Way on a curve to the left with a radius of 2799.79 Feet, an arc length of 160.00 Feet, a Delta angle of 03°16'28", a chord direction of S06°23'29"W, and a chord distance of 159.98 Feet to a point;

City of Lawton
Office of the City Clerk
212 SW 9th St.
Lawton, OK 73501

COMANCHE COUNTY CLERK ORIGINAL IN RED SEAL LAWTON, OKLA.

THENCE, radial to said curve N85°14'45"W a distance of 15.00 Feet to the POINT OF BEGINNING.

Containing 0.29 Acres More or Less.

For the same consideration hereinbefore recited, said Grantor grants and conveys to the **City of Lawton**, the right to use and remove any and all dirt, rock, gravel, sand and other sidewalk/bicycle route building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided , however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said **City of Lawton**, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantor by reason of the construction and maintenance of a public sidewalk/bicycle route, and all sidewalk/bicycle route excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public sidewalk/bicycle route and incidental facilities over, across or along the above described real estate; the supervision and control of said public sidewalk/bicycle route to be in such municipality, county or other agency of the **City of Lawton**, as has or may have jurisdiction thereof by the laws of the **City of Lawton**, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public sidewalk/bicycle route and incidental facilities.

Said Grantor hereby covenants and warrants that at the time of delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set his hand and seals this the 19th day of September, 2013.

Board of Education of the Independent School District #8

_____
(Kent Jester, President)

ATTEST:
(SEAL)

_____
(Kathy Bentley, Clerk)

PARCEL/LOT: 1.0
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

==========

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF COMANCHE)

Before me, Rosemarie A. Hill in and for said County and State on this 19th day of Sept, 2013, personally appeared **Kent Jester**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President,** and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the **Board of Education of the Independent School District #8**, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Rosemarie A. Hill
Notary Public

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP. 05/10/14 IN AND FOR STATE OF OKLAHOMA

My commission expires:
May 10, 2014

My commission number:
02006724

==========

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this 8th day of October, 2013.

CITY OF LAWTON, OKLAHOMA
a Municipal Corporation

Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this 24 day of Oct, 2013.

Frank V. Jensen, City Attorney

H:\2010-7 Bicycle II & III\ROW\Parcel 1.0 Rev1 Board of Ed.doc

PARCEL/LOT: 1.1
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

TEMPORARY CONSTRUCTION EASEMENT

(Corporate Form)

Doc # I-2013-016788
Bk 007061
Pg 0120-0122
Date 10-10-2013 2:11 PM
Filing fee $17.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Carrie Tubbs

KNOW ALL MEN BY THESE PRESENTS:

THAT **Board of Education of the Independent School District #8** of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", for in consideration of the sum of Ten and no/100 Dollars ($10.00) and/or other goods and valuable considerations, do hereby Grant, Bargain, Sell and Convey unto the **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501,** Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", a Temporary Easement over, along and/or, across the following described real estate situated in Comanche County, State of Oklahoma, to-wit:

A strip, piece, or parcel of land lying in the NW 1/4 of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W) of the Indian Meridian, Comanche County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the NW Corner of the NW 1/4 of Section 30, THENCE S00°17'51"W a distance of 1170.72 Feet along the Section Line to a point, THENCE N89°57'31"E a distance of 707.72 Feet along the common Boundary between the North Boundary of a Lease Recorded in Book 381 Page 390 to the Board of Education Independent School District Number 8 (Lawton High School), and the South Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District 8 (Central Middle School) to the POINT OF BEGINNING.

THENCE, N89°57'31"E a distance of 70.00 Feet along the common boundary to a Point;

THENCE, S00°02'29"E a distance of 40.00 Feet to a Point;

THENCE, S89°57'31"W a distance of 70.00 Feet parallel with the common boundary to a Point;

THENCE, N00°02'29"W a distance of 40.00 Feet to the POINT OF BEGINNING.

Containing 0.06 Acres More or Less.

With the right of ingress and egress to and from the same, for the purpose of surveying, lay out, removal and construction of a public sidewalk/bicycle route. This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary to the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work. After completion of all construction activities, the described easement area shall be rehabilitated and restored to a state which is approximately equal to the condition of the land prior to the use of the

City of Lawton
Office of the City Clerk
212 SW 9th St.
Lawton, OK 73501

COMPARED WITH ORIGINAL IN RED
COUNTY CLERK
SEAL
COMANCHE COUNTY, LAWTON, OKLA.

property by the Grantee. All of the rights of the Grantee in and to this easement shall terminate upon acceptance of the completed construction of the Bicycle & Pedestrian Facilities Project #2010-7 adjacent to the described property by the Grantee.

I, the undersigned, hereby certify that I have received the Property Rights Brochure, have been fyully informed of my rights to receive just compensation for the right-of-way upon my property and waive the appraisal process, but have elected to donate the right-of-way.

I, the undersigned, do hereby agree to donate this temporary construction easement to the City of Lawton, in exchange and for the purpose of the City to tie-in existing elements such as sidewalks, driveways, private streets, curb lines, drainage, slopes, ground lines, etc. on the above-described said tract/lot of land to a public sidewalk/bicycle route.

To have and hold the same unto the **City of Lawton**, its successors, and assigns forever.

Witness my hand this 19th day of September, 2013.

Board of Education of the Independent School District #8

Kent Jester

(Kent Jester, President)

ATTEST:
(SEAL)

Kathy Bentley

(Kathy Bentley, Clerk)

==========

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §.
COUNTY OF COMANCHE)

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP. 05/10/14 IN AND FOR STATE OF OKLAHOMA

Before me, Rosemarie A. Hill in and for said County and State on this 19th day of September, 2013, personally appeared **Kent Jester**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President,** and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

PARCEL/LOT: 1.1
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

Given under my hand and seal the day and year last above written.

Rosemarie A. Hill
Notary Public

My commission expires:
May 10, 2014

My commission number:
02006724

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP. 05/10/14 IN AND FOR STATE OF OKLAHOMA

==========

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this 8th day of October, 2013.

CITY OF LAWTON, OKLAHOMA
a Municipal Corporation

Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this 24 day of Sept, 2013.

Frank V. Jensen, City Attorney

H:\2010-7 Bicycle II & III\ROW\Parcel 1.1 Rev1 Board of Ed.doc

PARCEL/LOT: 2.1
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

TEMPORARY CONSTRUCTION EASEMENT

(Corporate Form)

Doc # I-2013-016789
Bk 007061
Pg 0123-0125
Date 10-10-2013 2:11 PM
Filing fee $17.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Carrie Tubbs

KNOW ALL MEN BY THESE PRESENTS:

THAT **Board of Education of the Independent School District #8** of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", for in consideration of the sum of Ten and no/100 Dollars ($10.00) and/or other goods and valuable considerations, do hereby Grant, Bargain, Sell and Convey unto the **CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9TH STREET, LAWTON, OKLAHOMA 73501,** Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", a Temporary Easement over, along and/or, across the following described real estate situated in Comanche County, State of Oklahoma, to-wit:

A strip, piece, or parcel of land lying in the NW 1/4 of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W) of the Indian Meridian, Comanche County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the NW Corner of the NW 1/4 of Section 30, THENCE S00°17'51"W a distance of 1145.72 Feet along the Section Line to a point, THENCE N89°57'31"E a distance of 138.61 Feet to a point on the existing Right-of-Way, said Right-of-Way also being the West Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School) the POINT OF BEGINNING.

THENCE, along a curve to the right with a radius of 2814.79 Feet, an arc length of 64.94 Feet, along the common Boundary of the existing Right-of-Way Recorded in Book 411 Page 24 and the West Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School) to a Point; with a Delta angle of 01°19'19", a chord direction of N14°21'23"E, and a chord distance of 64.94 Feet to a Point;

THENCE, N15°01'02"E a distance of 38.25 Feet along the common Boundary of the existing Right-of-Way Recorded in Book 411 Page 24 and the West Boundary of a Deed Recorded in Book 3497 Page 3 to the Board of Education Independent School District Number 8 (Central Middle School) to a Point;

THENCE, S74°58'58"E a distance of 28.40 Feet to a Point, said point being the Southwest corner of Central Middle School;

THENCE, S44°58'24"E a distance of 13.61 Feet along the Central Middle School building to a Point;

THENCE, parallel with the existing Right-of-Way on a curve to the left with a radius of 2774.79 Feet, an arc length of 85.68 Feet, with a Delta angle of 01°46'09", a chord direction of S14°46'55"W, and a chord distance of 85.68 Feet to a Point;

THENCE, S89°57'31"W a distance of 41.20 Feet to the POINT OF BEGINNING.

ORIGINAL IN RED COMANCHE COUNTY SEAL COUNTY CLERK LAWTON, OKLA.

City of Lawton
Office of the City Clerk
212 SW 9th St.

PARCEL/LOT: 2.1
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

Containing 0.09 Acres More or Less.

With the right of ingress and egress to and from the same, for the purpose of surveying, lay out, removal and construction of a public sidewalk/bicycle route. This easement will be used for various construction purposes that the Grantee, its employees, agents and contractors may determine are necessary to the execution of such work, including but not limited to storage and operation of construction equipment, stockpiling of materials, and for any other purposes associated with the construction work. After completion of all construction activities, the described easement area shall be rehabilitated and restored to a state which is approximately equal to the condition of the land prior to the use of the property by the Grantee. All of the rights of the Grantee in and to this easement shall terminate upon acceptance of the completed construction of the Bicycle & Pedestrian Facilities Project #2010-7 adjacent to the described property by the Grantee.

I, the undersigned, hereby certify that I have received the Property Rights Brochure, have been fyully informed of my rights to receive just compensation for the right-of-way upon my property and waive the appraisal process, but have elected to donate the right-of-way.

I, the undersigned, do hereby agree to donate this temporary construction easement to the City of Lawton, in exchange and for the purpose of the City to tie-in existing elements such as sidewalks, driveways, private streets, curb lines, drainage, slopes, ground lines, etc. on the above-described said tract/lot of land to a public sidewalk/bicycle route.

To have and hold the same unto the **City of Lawton**, its successors, and assigns forever.

Witness my hand this 19th day of September, 2013.

Board of Education of the Independent School District #8

(Kent Jester, President)

ATTEST:
(SEAL)

(Kathy Bentley, Clerk)

==========

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF COMANCHE)

PARCEL/LOT: 2.1
PROJECT: STP-116E(184)EH
JOB PIECE: 26901(04)
CITY: LAWTON

Before me, Rosemarie A. Hill in and for said County and State on this 19th day of Sept, 2013, personally appeared **Kent Jester**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its **President,** and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Rosemarie A. Hill
Notary Public

ROSEMARIE A. HILL NOTARY PUBLIC COMM # 02006724 EXP: 05/10/14 IN AND FOR STATE OF OKLAHOMA

My commission expires:
May 10, 2014

My commission number:
02006724

==========

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this 8th day of October, 2013.

CITY OF LAWTON, OKLAHOMA
a Municipal Corporation

Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this 24 day of Sept., 2013.

Frank V. Jensen, City Attorney

H:\2010-7 Bicycle II & III\ROW\Parcel 2.1 Rev1 Board of Ed.doc

6-25-15 6-27-17
6-28-16 6-28-18
6-27-19

OPEN SPACE USE AGREEMENT

BOARD APPROVED

MAY 04 2015

THIS AGREEMENT, made this 4th day of May, 2015, between LAWTON PUBLIC SCHOOLS hereinafter called the "Owner", and the City of Lawton, hereinafter called the "City", recites and provides as follows:

LAWTON PUBLIC SCHOOLS

1. The Owner and City acknowledges that it is in the public interest that the Property should be provided or preserved for one or more of the following uses: park or recreational purposes; conservation of land; conservation of other natural resources; an historic area; a scenic area; assisting in the shaping of the character, direction and timing of community development; or other use which serves the public interest by the preservation of open-space land as provided in the land-use plan; and

2. The Owner is willing to make a written recorded commitment to preserve and protect the open space uses of the property during the term of this Agreement.

In consideration of the mutual benefits, the parties agree as follows:

1. The Owner agrees that during the term of this Agreement:

   A. There shall be no change in the use or uses of the property that exist as of the date of this Agreement to any use that would not qualify as an open space use.
   B. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
      1. on the Property as of the date of this Agreement; or
      2. related to and compatible with the open space uses of the property which this Agreement is intended to protect or provide for.
   C. There shall be no filling, excavating, mining, removal of topsoil, sand, gravel, rock, minerals or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this Agreement.
   D. On areas of the property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.

2. This Agreement shall be effective upon acceptance by the City. Thereafter, this Agreement shall remain in effect for a term of five (5) consecutive years.

Helena John 5/4/15

OWNER HELENA JOHN, PRESIDENT Date
LAWTON BOARD OF EDUCATION

CITY Date

BOARD APPROVED

SEP 22 2016

LAWTON PUBLIC SCHOOLS

6-27-17
6-28-18
6-27-19

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE CITY OF LAWTON
AND
LAWTON PUBLIC SCHOOLS

FOR THE CONSTRUCTION RIGHT OF WAY
OF SW 52ND STREET
FROM GORE BLVD TO RAILROAD

PROJECT NO. 2012-04

AGREEMENT

The City of Lawton, hereinafter referred to as the CITY, and the Lawton Public Schools, hereinafter referred to as the LPS, do hereby, the day and year last written below, make this agreement for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, the LPS is in receipt of a request by the CITY that the CITY be permitted to engineer and let a contract to construct a roadway that is ultimately five lanes in width with the initial construction of the eastern most three lanes along SW 52nd Street and that the CITY be granted 1.75 acres of necessary Right Of Way for the project from LPS; and

WHEREAS, the LPS currently has a student drop-off located on the existing right of way to allow for the safe discharge of bus passengers; and

WHEREAS, the LPS has a private primary electric utility line located across said SW 52nd Street.

NOW, THEREFORE, in consideration of the grant of the necessary right-of-way, the construction of the project described herein, and other valuable consideration, the CITY and the LPS mutually agree as follows:

1. The CITY will provide all plans, specifications and construction cost estimates for this project.

2. The CITY will adjust or relocate or cause the adjustment or relocation, at the CITY's sole expense, the private electrical utility as may be reasonably necessary or convenient to accommodate construction of the project.

3. The CITY will reconstruct portions of Grand View Sports Park Drive as illustrated on the attached Exhibit "A" to accommodate the drop-off and pick up of students by bus and parents.

4. Upon approval of this Agreement by the LPS, the CITY will advertise and let the contract for this project in the usual and customary manner. The CITY will assume total responsibility for the construction, inspection and completion of this project.

5. The CITY will appoint competent supervision of the construction work to the end of construction, obtaining work strictly in accordance with the plans and specifications.

6. The LPS will grant to the City such temporary and permanent easements and rights-of-way for the construction of the project and for the operation and maintenance of the roadway and other public utilities as the City may reasonably require.

7. Upon completion and final acceptance of the project, the CITY agrees that it will, at its own expense, assume full maintenance responsibility for the roadway project within is legally acquired right of way.

8. Upon completion and final acceptance of the project, the CITY will be relieved of all responsibility of the private electrical utility.

9. Upon completion and final acceptance of the project, the LPS will, at its own expense, assume full maintenance responsibility for the student drop off modification of the project.

10. That this Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the parties hereto.

IN WITNESS WHEREOF, the Superintendent of Schools, pursuant to authority vested in him by the State of Oklahoma, has hereunto subscribed his name as Superintendent of the Lawton Public Schools, and the CITY has executed the same pursuant to authority prescribed by law:

CITY OF LAWTON
FEI NO:

BY _____
Fred L. Fitch, Mayor

ATTEST:

Traci L. Hushbeck 8/8/16
Traci Hushbeck, City Clerk (date)

APPROVED AS TO FORM AND LEGALITY

8/5/16
Frank V. Jensen, City Attorney (date)

APPROVED AS TO FORM AND LEGALITY
Lawton Public Schools

General Counsel (date)

Lawton Public Schools

9/22/16
Superintendent of Schools (date)
PRESIDENT, LAWTON BOARD OF EDUCATION

EXHIBIT "A"

$$datestamp$$ K:\2012\12077020 - SW 52nd Street (Railroad to Gore Blvd.) \Drawings\REF\School Drive Options Estimates\Option 2 - Rev 1.dgn

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REC. ✓
JMP. ✓
MISC.
MISC.

BOOK 8040 PAGE 059

Doc # I-2018-007068
Bk 008040
Pg 0059-0094
Date 05-16-2018 11:09 am
Filing Fee $83.00
Documentary Tax $0.00
State of Oklahoma
County of Comanche
Comanche County Clerk
Connie Tubbs

LEASE PURCHASE AGREEMENT

BOARD APPROVED JUN 28 2018

3-29-19
6-27-19

THIS LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of March 29, 2018, by and between **Comanche County Educational Facilities Authority**, as Lessor (the "Lessor"), and **Independent School District No. 8 of Comanche 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 March 29, 2018, 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.

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"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.

"Development Agreement" means collectively that certain Development Agreement dated as of March 29, 2018, by and between the Lessor and the Lessee, as the same may be amended from time to time, which sets forth the duties, obligations, and responsibilities of each party in regard to the construction of the Project, and which Development Agreement is herein incorporated by reference.

"Escrow Agent" means BOKF, NA, Oklahoma City, Oklahoma.

"Escrow Agreement" means that certain Escrow and Paying Agent Agreement dated as of March 29, 2018, 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.

"Ground Lease" shall mean that certain Ground Lease Agreement dated as of March 29, 2018, by and between Independent School District No. 8 of Comanche County, State of Oklahoma, as lessor, and the Comanche County Educational Facilities Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.

The Public Finance Law Group PLLC
5657 N Classen Blvd
OKC, OK 73118

"Indenture" shall mean that certain Note Indenture dated as of March 1, 2018, by and between the Lessor and BOKF, NA, as Trustee Bank, authorizing the issuance of and securing the Note.

"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.

"Note" shall mean that certain Lease Revenue Note, Series 2018 (Lawton Public Schools) dated March 29, 2018, and issued in the original principal amount of $55,000,000 by the Lessor for the purpose of acquiring this Agreement.

"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 acquisition payments or rental payments 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 acquisition payments or rental payments are due.

"Payment Schedule" means the schedule of Payments and Purchase Price set forth on Exhibit B.

"Project" means the costs of construction of and improvements to facilities of the Lessee along with acquisition and installation of equipment at various Lessee facilities.

"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 acquisition payments 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-XVII 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.

"Trustee Bank" means BOKF, NA, Oklahoma City, Oklahoma.

"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, 2017. Lessee has experienced no material change in its financial condition since June 30, 2017.

(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 acquisition payments 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 and the Note, 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 Note is excluded from the gross income of the holder(s) of the Note 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 Note to be included in the gross income of the holder(s) of the Note 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, 2018) 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 rental payments 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 at least three (3) business days prior to the Payment Date for deposit to the Payment Sub-account established under the Escrow Agreement, and the Escrow Agent shall then remit the Payment to the Trustee Bank on behalf of 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 Oklahoma City, 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 Trustee Bank on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date.

In addition to the Payments, Lessee shall reimburse Lessor (or to the Trustee Bank at the written direction of the Lessor or the Trustee Bank), the following (the "Additional Payments") within thirty (30) days of receipt of written itemized invoices for the same from Lessor or Trustee Bank on behalf of Lessor:

(a) Any sums in excess of the Rental Payments specified in the Payment Schedule for the use of the Project necessary for the Lessor to punctually pay all its obligations in accordance with the terms of the Indenture;

(b) Any sums which the Lessor shall be obligated to pay pursuant to the terms of this Agreement, by reason of any default or delay in payment of sums due hereunder, but only if such delay or default results from the default or breach by Lessee of the terms, conditions and covenants of this Agreement;

(c) Any sums expended by the Lessor or Trustee Bank to insure the Property on Lessee's failure to maintain insurance in accordance with this Agreement or to otherwise cure any defaults by Lessee under this Agreement;

(d) The sum of one tenth of one percent (0.1%) (said amount along with any annual trustee/escrow agent fee shall collectively be referred to as the "Annual Fee") of the amount of the outstanding principal on the Note as of each annual anniversary date of this Agreement to defray the administrative costs, and additionally the sum of any pro rata audit costs of Lessor attributable to the Project, and in addition, the sum of any rebate calculations, rebate determination or rebate payment costs or opinions attributable to the Project, and any fees and expenses, including those incurred by federal and state investigations, examinations, or audits of Lessor attributable to the Project, which payments may be made from interest income derived from accounts or funds created pursuant to the Indenture or from other funds of the Lessee; provided however, any amounts of this administrative fee not required for the referenced costs shall be returned to the Lessee upon payment of all obligations due under this Agreement; and

(e) All fees and expenses of the Trustee Bank payable by the Lessor under the Indenture.

Section 10. Principal and Interest Components. As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, rental costs of the Property, and a portion of each Payment reflects the acquisition cost of the Property (or portion thereof). For purposes of the Federal tax treatment of this Agreement, certain portions of the Payments shall be treated as interest and shall be referred to in the Tax Regulatory Agreement as the "Interest Component", and certain portions of the Payments shall be referred to in the Tax Regulatory Agreement as the "Principal Component", all as more fully set forth in the Tax Regulatory Agreement.

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 funds 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. Ground Lease Agreement. At, or prior to the execution hereof, Lessee shall lease to Lessor, pursuant to that certain Ground Lease Agreement dated as of March 29, 2018, covering certain real property as described therein located in Comanche County, Oklahoma (the "Ground Lease Agreement"). The Lessor shall be responsible for the costs and expenses of the Ground Lease Agreement, but only to the extent funds are available for such purpose in the Escrow Fund held under the Escrow Agreement.

Section 18. Title to the Property. The right of possession of the Real Property shall vest in the Lessor pursuant to the Ground Lease Agreement, subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, or if Lessee exercises its option to purchase under the prepayment provisions of Section 31 hereto, title to the Equipment shall transfer to the Lessee and the Lessor shall release from the Ground Lease the Real Property described therein. 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 prepayment (as set forth in Section 31 hereto) or 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 all respective Rental Payments, 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 Release of Ground Lease Agreement 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 Lessee one or more bills of sale in substantially the form set forth an Exhibit H attached hereto, conveying to the Lessee all of Lessor's right, title and interest in and to the Equipment, free and clear of all liens and interest of third parties created by, through or under Lessor. The Property shall be transferred 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 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 OR 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/or 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. Exhibit G attached hereto provides additional detail with respect to the Real Property and/or Equipment scheduled for acquisition as set forth in Exhibit B.

(b) *No Optional Prepayment.* Prepayment shall not be permitted with respect to this Agreement.

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. It is contemplated hereunder that Lessor will assign all right, title, and interest in and to this Agreement and any and all Payments or other amounts derived thereunder to the Indenture as security for the repayment of the Note. Lessor and Lessee hereby acknowledge and agree that anything in this Agreement to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of the Trustee Bank are in force and effect, the following provisions shall apply:

(a) *Consent to Amendment.* There shall be no modification of this Agreement by Lessor or Lessee without the prior written consent of the Trustee Bank.

(b) *Notices to Trustee Bank.* Lessor, upon serving Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee Bank. If Lessor shall serve Lessee with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee Bank shall then have the same period after service of the notice on it as is given to Lessee hereunder to remedy or cause to be remedied such failure, and Lessor shall accept performances by or at the instigation of any Trustee Bank as if it had been done by Lessee. Any notice required to be given to any Trustee Bank shall be in accordance with Section 38 hereof.

(c) *Curative Rights of Trustee Bank.* In addition to the rights granted to the Trustee Bank under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) *Assignment.* Lessor agrees that, in the event of any enforcement of remedies under the Indenture by the Trustee Bank, either by judicial proceedings, under power of sale or otherwise, all right, title and interest encumbered by the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee Bank or to such other party as Trustee Bank is entitled to convey such rights and interests.

(e) *Limitation on Liability of Trustee Bank.* Notwithstanding any other provision of this Agreement, Lessor and Lessee agree that the Trustee Bank shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Agreement (nor shall any rights of such Trustee Bank be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee Bank becomes the successor to Lessor's interests in this Agreement, then such Trustee Bank shall be responsible and liable for all obligations and covenants accruing during such Trustee Bank's tenure as Lessor's successor. Notwithstanding the foregoing, the liability of a Trustee Bank with respect to its obligations under this Agreement shall be non-recourse as to such Trustee Bank and limited to its interest in the Agreement.

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, including the Trustee Bank, 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 Escrow Agent. As required herein, notices shall also be given when required to the Escrow Agent and/or the Trustee Bank at the following address:

If to Trustee: BOKF, NA
499 W. Sheridan, Suite 2600
Oklahoma City, Oklahoma 73102
Attention: Corporate Trust Department
Tele. No. (405) 272-2104
Fax No. (405) 936-3964

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. Arbitration. At the request of either party, and to the extent permitted by applicable law, any claims under this Agreement shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding that the Agreement, or documents executed in connection therewith, may provide that it is governed by the laws of the State of Oklahoma.

Section 47. 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. 8 OF COMANCHE COUNTY, STATE OF OKLAHOMA ("LESSEE")

By: _____

Name: Kent Jester

Title: President

Address for notices:

753 Fort Sill Boulevard
Lawton, OK 73507

COMANCHE COUNTY EDUCATIONAL FACILITIES AUTHORITY ("LESSOR")

By: _____

Name: Don Hawthorne

Title: Chairman

Address for notices:

315 SW 5th Street, Room 303
Lawton, OK 73501-4391

STATE OF OKLAHOMA)
) SS:
COUNTY OF COMANCHE)

This instrument was acknowledged before me on the 28th day of March, 2018, by Kent Jester, President of the Board of Education of Independent School District No. 8 of Comanche County, Oklahoma (Lawton Public Schools), an independent school district organized and existing under the laws of the State of Oklahoma, on behalf of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My Commission Expires 08/26/2020.
Commission No. 04007771.

STATE OF OKLAHOMA)
) SS:
COUNTY OF COMANCHE)

This instrument was acknowledged before me on the 26th day of March, 2018, by Don Hawthorne, Chairman of Trustees of the Comanche County Educational Facilities Authority, a public trust organized and existing under the laws of the State of Oklahoma, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My Commission Expires 02/03/2020.
Commission No. 12001112.

EXHIBIT A TO LEASE PURCHASE AGREEMENT

FORM OF 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

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property [X]

Check here if Property is designated as Equipment [__]

Description of Property:

Tract I: (Eisenhower Elementary/Middle/High School Campus – 5702 West Gore Blvd.)

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, containing 60 acres, more or less.

And

The East Half (E1/2) of the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, containing 15 acres, more or less.

Tract II: (Almor West Elementary School Campus – 6902 SW Delta)

Lot One (1), Block Ten (10), ALMOR WEST ADDITION, Part One to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract III: (Carriage Hills Elementary School Campus – 215 SE Warwick Way)

A tract of land described as beginning at a point 1317.51 feet East of the SW/corner, NW1/4, NW1/4, Section 34, T2N, R11W, I.M., Comanche County, Oklahoma; said point being the SE/corner of Lot 11, Block 4, Carriage Hills Addition to Lawton, Comanche County, Oklahoma; thence South 89°52'13" East, a distance of 536 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 845.197 feet, a distance of 212.925 feet to a point; thence in a Northwesterly direction along a curve to the right, having a radius of 350 feet a distance of 577.117

feet to a point; thence North 89°50'30" West a distance of 34.546 feet to a point; thence in a Southwesterly direction along a curve to the left, having a radius of 181.351 feet, a distance of 96.353 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 181.351 feet, a distance of 96.353 feet to a point; thence North 89°50'30" West a distance of 100.658 feet to a point, said point being the East end of the centerline of Footman Lane in Carriage Hills Addition to Lawton, Comanche County, Oklahoma; thence South 00°15'00" West along the East boundary of said Carriage Hills Addition, a distance of 614.28 feet to the point of beginning, containing 264,884,910 square feet or 6.10 acres more or less.

Tract IV: (Crosby Park Elementary School Campus – 1602 NW Horton Blvd.)

90'

Lot One (1), Block Eleven (11), CROSBY PARK ADDITION, Part 4, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract V: (Edison Elementary School Campus – 5801 NW Columbia Ave.)

3'

Lot One (1), Block Eleven (11), COUNTRY CLUB WEST ADDITION, Part Three, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract VI: (Hugh Bish Elementary School Campus – 5611 Allan-A-Dale)

53'

All of Block Eight (8), SHERWOOD ADDITION, Part Two, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract VII: (Sullivan Village Elementary School Campus – 3802 SE Elmhurst Ave.)

37'

Lot One (1), Block Eleven (11), Part THREE of SULLIVAN'S VILLAGE ADDITION to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract VIII: (Whittier Elementary School Campus – 1115 NW Laird)

50-A'

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19) in Block Fourteen (14), Fields and Dunning Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract IX: (Woodland Hills Elementary School Campus – 405 NW Woodland Dr.)

1
83

Lot Twenty (20), Block Two (2), WOODLAND HILLS ADDITION, Part One, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

Tract X: (Lawton High School Campus – 601 NW Ft. Sill Blvd.)

The North half (N1/2), Except Lot Six (6), of Section 30, Township 2 North, Range 11 WIM, Comanche County, Oklahoma, containing 314.33 acres more or less.

Tract XI: (MacArthur High School Campus – 4400 E. Gore Blvd.)

The East Half of the Southeast Quarter (E1/2 SE1/4), of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West of I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.

Tract XII: (Gateway Success Center (Douglass) Campus – 102 East Gore Blvd.)

All of Block Sixteen (16), Vernon Addition to the City of Lawton, Oklahoma, as shown by the official plat now on file in the County Clerk's office, Comanche County, Oklahoma.

Tract XIII: (MacArthur Middle School Campus – 510 NE 45th)

A Tract beginning at a Point 900 feet West of the Northeast Corner of the Southwest Quarter (SW1/4) Section Twenty-six (26), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma; THENCE West for a distance of 640 feet; THENCE South for a distance of 340 feet; THENCE East for a distance of 640 feet; THENCE North for a distance of 340 feet to the point of beginning, containing 5.0 acres, more or less, according to the U.S. Government Survey thereof.

Tract XIV: (Tomlinson Middle School Campus – 702 NW Homestead Dr.)

Beginning at a point 175' Easterly of the SW corner of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Two North (T2N), Range Twelve West (R12W), I.M., Comanche County, Oklahoma; said point of beginning being on the south line of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Two North (T2N), Range Twelve West (R12W), I.M., thence North 960 feet; thence East 715 feet; thence South 8 degrees 54 minutes east a distance of 202.72 feet; thence on a curve to the left having a radius of 2046.28 feet a distance of 294.05 feet; thence South 17 degrees 08 minutes East a distance of 306.81 feet; thence on a curve to the right having a radius of 212.73 feet a distance of 194.62 feet; thence South 35 degrees 17 minutes West a distance of 873.85 feet to the point of beginning, containing 17.91 acres more or less.

Tract XV: (Central Middle School Campus – 1201 NW Ft. Sill Blvd.)

Commencing at the Northwest corner of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W), Indian Meridian, Comanche County, Oklahoma; thence South 00°17'58" West along the section line a distance of 1203.8 feet; thence North 89°57'31" East a distance of 1163.14 feet to the point of beginning; this point being the northeast corner of that certain property previously conveyed to the Board of Education of the Independent School District #8 as recorded in Book 381 on Page 390 of the records of the Comanche County Clerk.

Thence North 00°17'58" East a distance of 743.03 feet, this being the same line as the east boundary of that property previously conveyed as recorded in Book 2757 on Page 298 of the records of the Comanche County Clerk; Thence South 89°59'14" East a distance of 407.21 feet; Thence South 25°55'21" West a distance of 826.00 feet; Thence South 89°57'31" West a distant of 50.00 feet to the point of beginning.

And

Beginning at a point Fifty-eight and one-hundred-twenty-five thousandths (58.125) feet east and thirty-three (33) feet north of the southwest corner of the north one-half (1/2) of Section Thirty (30), Township Two (2) North, Range Eleven (11) West, Indian

Thence east Eleven-hundred-sixteen and three-hundred-seventy-five thousandth feet (1116.375), thence north One-thousand-four hundred-forty (1440) feet, thence west Eleven-hundred-sixteen and three-hundred-seventy-five thousandths feet (1116.375); thence south One-thousand-four-hundred-forty (1440) feet to the poing of beginning, containing thirty-six and eighty-five hundredths (36.85) acres, more or less.

Tract XVI: (Ron Stephens Stadium – 1400 NW Dearborn Ave.)

Beginning at a point sixty (60) feet North 89°36'08" West of the Northwest corner of Block 10, Mountain View Addition to the City of Lawton; thence North 89°51'29" West a distance of 200.00 feet; thence South 00°12'16" West a distance of 150.00 feet; thence South 89°51'29" East a distance of 200.00 feet; thence North 00°12'16" West a distance of 150.00 feet to the Point of Beginning, containing 0.6887 acres, more or less.

And

Beginning at a point sixty (60) feet North 89°49'29" West of the Northwest corner of Block 11, Mountain View Addition to the City of Lawton; thence North 89°49'29"

West a distance of 400.23 feet; thence South 00°12'47" West a distance of 300.00 feet; thence South 89°51'29" East a distance of 400.28 feet; thence North 00°12'16" West a distance of 299.77 feet to the Point of Beginning, containing 2.7555 acres, more or less.

Tract XVII: (Adams Elementary – 3501 NW Ferris)

All of Block 14, except Lots 1 to 8, both inclusive, in Greer Addition, Part V, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

14

EXHIBIT B TO LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date:	**3/29/2018**
Principal Amount:	**$55,000,000.00**
Imputed Interest Rate:	**3.01%**

Payment Date	Total Payment	Rental Payment	Annual Fee	Acquisition Payment	Property Component Acquired [1]	Balance
3/29/2018						55,000,000.00
12/1/2018	1,112,863.89	1,112,863.89				55,000,000.00
6/1/2019	9,590,750.00	827,750.00	58,000.00	8,705,000.00	A	46,295,000.00
6/1/2020	2,367,774.50	1,393,479.50	49,295.00	925,000.00	B	45,370,000.00
6/1/2021	4,764,007.00	1,365,637.00	48,370.00	3,350,000.00	C	42,020,000.00
6/1/2022	5,709,822.00	1,264,802.00	45,020.00	4,400,000.00	D	37,620,000.00
6/1/2023	10,462,982.00	1,132,362.00	40,620.00	9,290,000.00	E	28,330,000.00
6/1/2024	4,564,063.00	852,733.00	31,330.00	3,680,000.00	F	24,650,000.00
6/1/2025	6,219,615.00	741,965.00	27,650.00	5,450,000.00	G	19,200,000.00
6/1/2026	5,310,120.00	577,920.00	22,200.00	4,710,000.00	H	14,490,000.00
6/1/2027	9,798,639.00	436,149.00	17,490.00	9,345,000.00	I	5,145,000.00
6/1/2028	5,308,009.50	154,864.50	8,145.00	5,145,000.00	J	0.00

(1) Please see Exhibit G for a description of the Property to be acquired pursuant to each Acquisition Payment.

EXHIBIT C TO LEASE PURCHASE AGREEMENT

FORM OF INVESTMENT LETTER

[See Tab 16 of the Transcript of Proceedings]

EXHIBIT D TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 20 of the Transcript of Proceedings]

EXHIBIT E TO LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

[See Tab 13 of the Transcript of Proceedings]

EXHIBIT F TO LEASE PURCHASE AGREEMENT

ESCROW AND PAYING AGENT AGREEMENT

[See Tab 5 of the Transcript of Proceedings]

EXHIBIT G TO LEASE PURCHASE AGREEMENT

PROPERTY COMPONENT DESCRIPTIONS

The following groups reflect the Real Property and/or Equipment that will be acquired on each Payment Date upon payment of the respective Acquisition Payment. All cost amounts represent an approximate allocable cost based on preliminary construction estimates, and may vary depending on final project component costs.

COMPONENT A June 1, 2019 $8,705,000.00

- Improvements upon Real Property comprising the northeast component of the Eisenhower Middle School physical structure, generally described as twelve classrooms and corridor area in the northeast portion of the building on each of two floors ($7,235,838.33), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Improvements upon Real Property comprising the safe-room facilities at Woodland Hills Elementary School ($1,349,119.48), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IX described therein.

COMPONENT B June 1, 2020 $925,000.00

- Equipment acquired and placed in service at Eisenhower Middle School, including gym and athletic equipment ($286,842.50), and doors ($630,002.96), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT C June 1, 2021 $3,350,000.00

- Improvements upon Real Property comprising the safe-room facilities at Edison Elementary School ($1,258,532.96), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract V described therein.

- Improvements upon Real Property comprising the safe-room facilities at Whittier Elementary School ($1,337,544.39), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VIII described therein.

- Equipment acquired and placed in service at Eisenhower Middle School, including furnishings, fixtures and equipment ($728,997.25), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT D June 1, 2022 $4,400,000.00

- Improvements upon Real Property comprising the east gymnasium, including related locker rooms and wrestling room of the Eisenhower Middle School physical structure ($3,697,402.06), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Equipment acquired and placed in service at Eisenhower Middle School, including theater equipment ($308,625.28) and theater seating ($282,118.08), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT E **June 1, 2023** **$9,290,000.00**

- Improvements upon Real Property comprising the auditorium, fine arts classrooms, and cafeteria areas of the Eisenhower Middle School physical structure ($8,703,488.98), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Equipment acquired and placed in service at Eisenhower Middle School, including lockers ($489,788.32), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT F **June 1, 2024** **$3,680,000.00**

- Improvements upon Real Property comprising the administrative wing of the Eisenhower Middle School physical structure ($845,145.92), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Improvements upon Real Property comprising the kitchen facilities of the Eisenhower Middle School physical structure ($862,814.08), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Improvements upon Real Property comprising the safe-room facilities at Sullivan Village Elementary School ($1,280,704.09), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VII described therein.

- Equipment acquired and placed in service at Eisenhower Middle School, including food service equipment ($656,997.00), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT G **June 1, 2025** **$5,450,000.00**

- Equipment acquired and placed in service at Eisenhower Middle School, including HVAC components ($5,703,395.14), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT H **June 1, 2026** **$4,710,000.00**

- Improvements upon Real Property comprising the safe-room facilities at Almor West Elementary School ($1,190,185.79), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract II described therein.

- Improvements upon Real Property comprising the safe-room facilities at Carriage Hills Elementary School ($1,173,798.18), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract III described therein.

- Improvements upon Real Property comprising the safe-room facilities at Crosby Park Elementary School ($1,163,464.33), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IV described therein.

- Improvements upon Real Property comprising the safe-room facilities at Hugh Bish Elementary School ($1,138,487.02), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VI described therein.

COMPONENT I **June 1, 2027** **$9,345,000.00**

- Improvements upon Real Property comprising the southeast component of the Eisenhower Middle School physical structure, generally described as classrooms/labs and corridor area in the southeast portion of the building on each of two floors ($9,016,967.75), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

COMPONENT J **June 1, 2028** **$5,145,000.00**

- Improvements upon Real Property comprising the west gymnasium, including related locker rooms, weight room, storage, and mechanical rooms of the Eisenhower Middle School physical structure ($3,896,220.64), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- All other Improvements upon Real Property and/or Equipment acquired and placed in service, as more particularly identified in Exhibit A to the Lease Purchase Agreement.

EXHIBIT H TO LEASE PURCHASE AGREEMENT

FORM OF BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the Comanche County Educational Facilities Authority, party of the first part, for and in consideration of the sum of $_____ in hand paid by Independent School District No. 8 of Comanche County, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents to grant, bargain, sell, transfer, and deliver unto the said party of the second part the following described property, to wit:

[Insert corresponding Property Component information, including applicable information contained in Exhibit A to the Lease Purchase Agreement]

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its heirs, executors, administrators and assigns forever. And said party of the first part does for its heirs, executors, administrators, covenant with said party of the second part, its executors, administrators and assigns that the Comanche County Educational Facilities Authority, the lawful owner of the said personal property hereby sold; that it is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it warrants and will defend the same against the lawful claims and demands of every and all persons whomsoever.

IN WITNESS WHEREOF, the Comanche County Educational Facilities Authority, the party of the first part, does hereunto set its hand this _____ day of _____, 20__.

COMANCHE COUNTY EDUCATIONAL FACILITIES AUTHORITY

_____

By: Chairman

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF COMANCHE)

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, Chairman of the Comanche County Educational Facilities Authority, as Lessor pursuant to that certain Lease Purchase Agreement dated as of March ___, 2018, on behalf of said Lessor.

(SEAL)

_____
Notary Public

My commission expires: _____
My commission number: _____

BOARD APPROVED

NOV 03 2014

LAWTON PUBLIC SCHOOLS

6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of November, 2014, by and between Independent School District No. 8, Comanche County, Oklahoma, hereinafter referred to as "School" and Comanche County Facilities Authority, hereinafter referred to as "Jail."

WITNESSETH:

WHEREAS, Jail has inmates who at the time of their arrest were students in Lawton Public Schools who are in need of continuing their education, and

WHEREAS, School is willing to continue to provide educational services for these students as it has been doing in the past, and as further set forth in the agreement.

NOW, THEREFORE, in consideration of the mutual agreement of the parties it is stipulated and agreed by and between the parties as follows:

1. The name and home school of any high school student who is in custody at the Comanche County Detention Center shall be provided to the executive director of secondary education.

2. The executive director of secondary education will designate a representative who shall be responsible for obtaining assignments from the home school teachers of each incarcerated student and delivering them to the person designated by the Jail as being responsible for delivering these assignments to the

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

incarcerated students, and picking up completed work and delivering it to the School representative.

3. At the time the School representative delivers the assignments to the Jail representative, the School representative shall pickup any completed assignments from students incarcerated in the Jail and deliver them to the home school of the student.

4. The person designated by the principal at each home school of a student incarcerated in the Jail shall be responsible for delivering the assignments received from the School representative to the teachers and obtaining from these teachers new assignments for each two (2) week period of time that school is in session.

5. The School representative shall pickup assignments from the home school of the incarcerated students every two (2) weeks and deliver new assignments from the students teachers at their home school to the Jail representative.

6. If an incarcerated student fails to return completed assignments for two (2) consecutive assignment periods no further work will be sent to that student until the uncompleted assignments are returned to the home school.

7. Assignments will not be delivered nor will work completed by the incarcerated students be delivered back during school breaks such as fall

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

break, Thanksgiving break, Christmas break, spring break, Easter break and summer break.

8. This agreement may only me modified or amended by a written agreement signed by both parties.

IN WITNESS WHEREOF the parties have signed this agreement the day and year first written above.

Board of Education
Independent School District No. 8
Comanche County, Oklahoma

Donna Ronio
President

Comanche County Facilities Authority

Chairman attached

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

break, Thanksgiving break, Christmas break, spring break, Easter break and summer break.

8. This agreement may only me modified or amended by a written agreement signed by both parties.

IN WITNESS WHEREOF the parties have signed this agreement the day and year first written above.

Board of Education
Independent School District No. 8
Comanche County, Oklahoma

_____
President

Comanche County Facilities Authority

_____
Chairman

WARD AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

Comanche County
Health Department

BOARD APPROVED
JAN 17 2019
LAWTON PUBLIC SCHOOLS

6-27-19

MEMORANDUM OF AGREEMENT

For Mass Immunization and Prophylaxis Strategy (MIPS)
Point of Dispensing (POD) site – Lawton Public Schools - MacArthur High School
Comanche Jurisdiction

This agreement is made and between the LAWTON PUBLIC SCHOOLS – MACARTHUR HIGH SCHOOL and COMANCHE COUNTY HEALTH DEPARTMENT.

Whereas, it is the policy of the Oklahoma State Department of Health (OSDH) to authorize and provide coordination of activities relating to public health disaster prevention, preparedness, response, recovery, and demobilization;

Whereas, the said parties recognize the vulnerability of the people and communities located within the County to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies, and recognize that disasters and/or civil emergencies may present equipment, manpower, and facility requirements beyond the capacity of the County;

Whereas, a mass immunization/prophylaxis Point of Dispensing (POD) is where immunization/prophylaxis is provided to a large number of citizens within a short time period in response to an emergency that involves an actual or imminent infectious disease threat;

The parties here do mutually desire to reach an understanding that will result in making space at the MacArthur High School available to the Comanche County Health Department for use during a public health emergency response.

Now, therefore, it is mutually agreed between these parties as follows:

1. Lawton Public Schools – MacArthur High School agrees that it will permit to the extent of its ability and upon the request of the Comanche County Health Department, the use of physical facilities at the MacArthur High School Gym, parking areas and access area in front south main entry points by the Comanche County Health Department within 24 hours of the request for mass clinics for disease prevention and control activities.

2. Said parties shall review this agreement at least annually. Modifications shall be made upon mutual written agreement of the parties. Either party may terminate this agreement upon written notice of intent to the other party to terminate this Agreement; written notice shall be given sixty (60) days prior to the termination date.

3. During an event requiring both vaccination clinics and antibiotic distribution centers, the Comanche County Health Department shall coordinate with the Comanche County Emergency Management Director and the MacArthur High School Representative and/or designee in order to coordinate the use of the high school facilities. Additionally the MacArthur High School agrees to share with the Comanche County Health Department specific facility information, such as floor plans and the availability or amenities, for the purpose of planning to expedite operations in the event of a public health emergency.

4. This Memorandum of Agreement shall be effective upon approval by the parties, as indicated by each party's signature below, and shall remain in effect for three years, or until either party chooses to terminate.

5. MacArthur High School understands that cold storage may be provided for assets requiring refrigeration.

As part of this agreement, MacArthur High School can expect the Comanche County Health Department to provide a point of contact to answer questions that our institution might have regarding health related activities and provide any post-event cleanup that is required.

Comanche County
Health Department

MacArthur High School POD Resource Information		
Primary Point of Contact, if name different from signatures below:	**Primary 24/7 Number**	**Email:**
Secondary point of contact, if different from signatures below:	**Secondary 24/7 Number:**	**Email:**
Can facility be used for cold chain storage? Yes	**Fridge Cubic FT:**	**Freezer Cubic FT:**

Description of Resources Available (description, number, size)

Name of Resource (If personnel, list by Name)	Description (Include size, model, skills, time available, etc.)	Number Available	Special Instructions, Address of facility, location to POD and or WH
MacArthur High School Gym			
Tables and chairs			
Cafeteria facility for breaks			
Rooms near gym for command / staff meetings & mental health counseling			
Main entrance south entryway (curved driveway)			
All parking areas			
Driveway around facility			
Refrigerators to store vaccine if needed			

Signatures to the Agreement:

Brandie Combs
PRINT NAME Signature DATE
Regional Director, Comanche County Health Department
Title
brandieo@health.ok.gov 580-682-9017
Email and 24/7 Cell

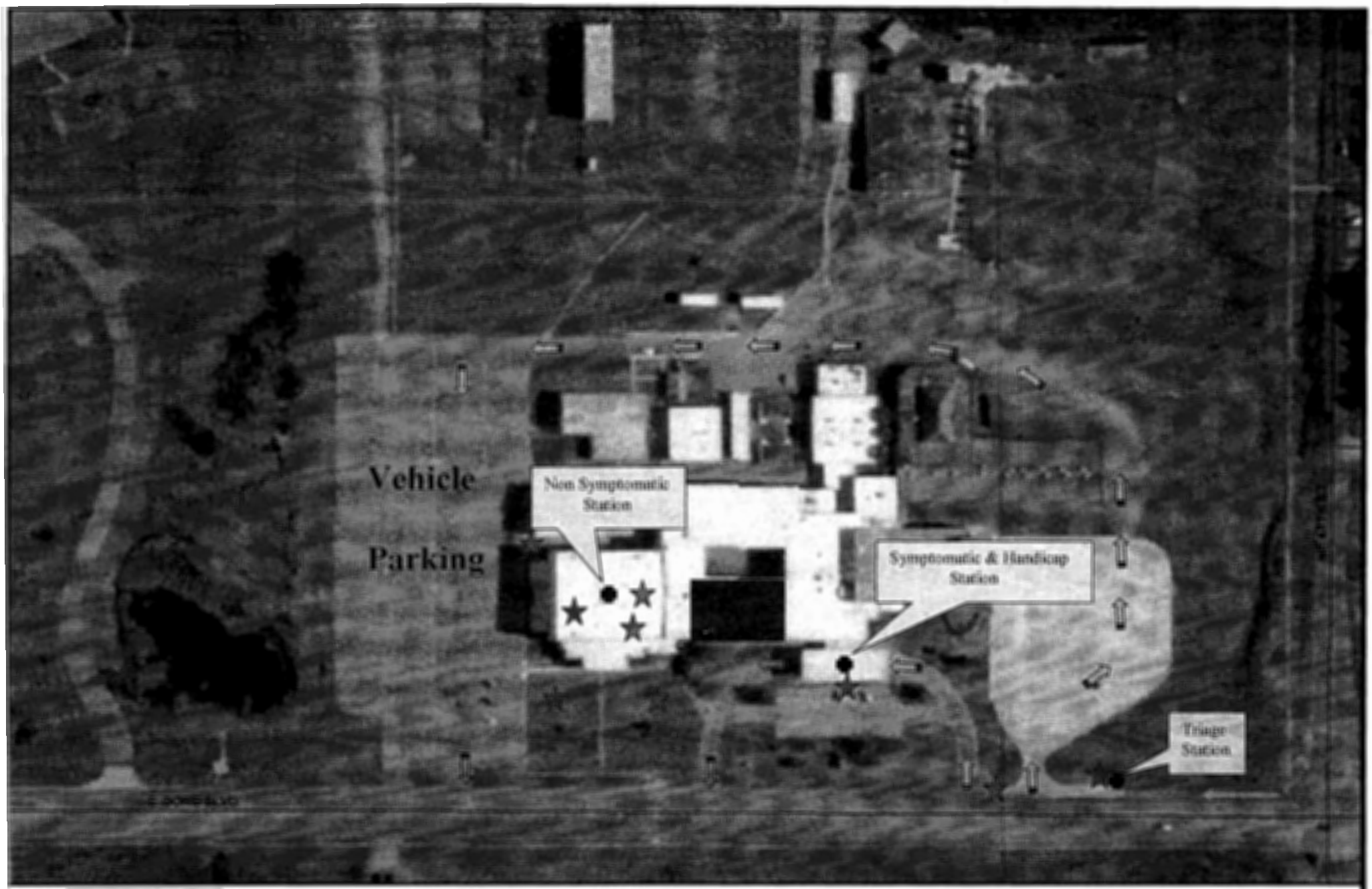
David Hornbeck, LPS Chief of Police, dhornbeck@lawtonps.org, 580-917-4247
Lawton Public Schools Representative Signature DATE
PRINT NAME Dr. Jamie Polk, Asst Superintendent, jpolk@lawtonps.org, 580-704-0375
Lynn Cordes, Director of Communications, lcordes@lawtonps.org, 580-351-8988
Title Dr. Tom Deighan, Superintendent of School, tom.deighan@lawtonps.org, 405-227-9260
Email and 24/7 Cell

KENT JESTER, PRESIDENT
LAWTON BOARD OF EDUCATION 1/17/19
2nd Lawton Public Schools Point of Contact Signature DATE
PRINT NAME

Title

Email and 24/7 Cell

1010 South Sheridan, Lawton, OK 73501
Phone :(580) 248 – 5890 Toll Free: (800) 788-3628 Fax:(580) 585-6621
www.health.ok.gov/chds/comanche
Equal Opportunity Employer



Normal Traffic Pattern

In Coming Patients

Site Station

Police

Diagram 10 Macarthur POD and SECURITY

FREQUENTLY ASKED QUESTIONS

- Does it cost anything to become a Push partner? NO
- Will we get training? YES
- Will the families of my workers get medication also? YES
- Will we be asked to dispense medication at our own facility? YES
- Who could I call to get more information about this program?

For More Information Contact:

Rebecca Villa-Winsett
Local Emergency Response Coordinator
Kiowa/Caddo/Comanche/Cotton
Custer/Blaine
County Health Departments
And Washita County

rebeccaw@health.ok.gov
580-682-1572

Creating a State of Health

PROTECTING YOUR ORGANIZATION DURING PUBLIC HEALTH EMERGENCIES

Are you ready to become a Push Partner?

PREPARING FOR THE NEXT PUBLIC HEALTH EMERGENCY

No one can predict the next public health emergency. Unfortunately, a

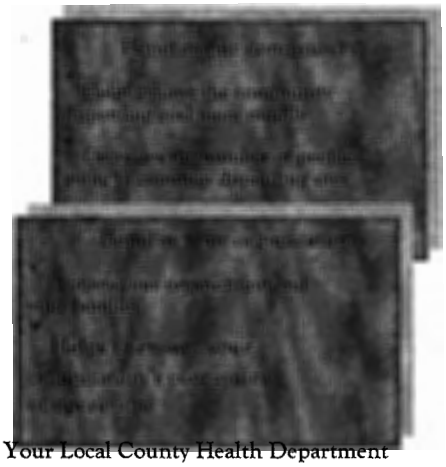
natural disaster or act of terrorism could happen at any time. Therefore, we have to be prepared to respond to our community at a moment's notice. During a public health emergency, the general public is typically encouraged to come to common areas within the community to receive medications like churches, schools and gymnasiums. These locations will be highly stressed in a situation where the entire population needs to be given medications within a short time frame.

Providing medicines through closed points of dispensing (PODs) is one method planners are utilizing to reach populations faster and relieve some of the burden placed on common dispensing sites.

GOAL: Provide medicines to people within 36 hours

WE NEED YOUR HELP !

The Push Partner Program is a private location where medications are dispensed to a specific group of people. With the help of businesses, universities, community organizations, and military installations, we can decrease the number of people going to the same places for medicine during a public health emergency. The Push Partner Pro-gram helps to reach specific portions of the community more quickly. As a result, long lines and public anxiety can be reduced and resources can be used more efficiently.



Your Local County Health Department will work closely with your organization to ensure that you have the needed information and resources to establish a Push Partner Program. As with all preparedness activities, the more we communicate and exercise our response plans now, the better we will respond if an emergency occurs.

OUR ROLE

- ✓ Pre-event planning and technical assistance
- ✓ Training and education
- ✓ Providing medications during an emergency
- ✓ Assisting with closed POD activation, operation and recovery activities

YOUR ROLE

- ✓ Developing a Push Partner plan
- ✓ Participating in trainings and exercises
- ✓ Maintaining the necessary supplies and equipment needed to operate a closed POD
- ✓ Dispensing medications following guidance provided by your local health department.

PROTECT WHAT MEANS MOST TO YOU

We can provide medicines to people within 48 hours. Our goal can be reached with your help. Becoming a Push Partner is a significant step in helping protect the health and safety of your organization, your family, and our community.

6-27-17
6-28-18
6-27-19

Comanche County
Health Department

BOARD APPROVED

JUN 28 2016

LAWTON PUBLIC SCHOOLS

Memorandum of Understanding
Back-up Transportation

This is a **Memorandum of Understanding** mutually agreed and entered into by and between **Comanche County Health Department** and **Lawton Public Schools.** It is the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response, and recovery.

A public health emergency may result in the need of the Comanche County Health Department and community to provide public health and /or medical services to a large number of citizens within a short time period. The parties here do mutually desire to reach an understanding that will result in making the Lawton Public Schools and associated personnel /supplies/ resources available to the Comanche County Health Department for use during a public health emergency response.

Now, therefore, it is mutually agreed between the parties as follows:

1. The Lawton Public Schools agrees that it will provide to the extent of their ability and upon the request of the Comanche County Health Department, resources and personnel to provide (back-up) transportation from the Staging Area to the two Points of Distribution. The provisions of the Lawton Public Schools and associated personnel/ supplies/ resources requested by the Comanche County Health Department will be activated immediately upon the request.

2. Lawton Public Schools and identified primary and backup points of contact agree to participate in quarterly recalls conducted by Comanche County/Oklahoma State Department of Health and will provide updated 24/7 contact information as necessary.

3. The parties shall review this agreement at least annually. Modifications shall be made upon mutual written agreement of the parties. Either party may terminate this agreement upon written notice to the other party.

The parties having read and understood the foregoing terms of this agreement do by their respective signatures dated below hereby agree to the terms thereof.

Eric Thurman — President Lawton Board of Ed 6-28-16
Lawton Public Schools Representative — Date

Email: lcordes@lawtonps.org Lynn Cordes — 24/7 Cell: 580-351-8988

Brandie O'Connor — 6-30-16
Brandie O'Connor, Administrator — Date

1010 South Sheridan, Lawton, OK 73501
Phone :(580) 248 – 5890 Toll Free: (800) 788-3628 Fax:(580) 585-6621
www.health.ok.gov/chds/comanche
Equal Opportunity Employer

Comanche County
Health Department

BOARD APPROVED
JAN 17 2019
LAWTON PUBLIC SCHOOLS
6-27-19

CARE AND FEED
MEMORANDUM OF AGREEMENT (MOA)

Between
LAWTON PUBLIC SCHOOLS and COMANCHE COUNTY HEALTH DEPARTMENT

For The Care and Feed of Staff and Volunteers during a Mass Immunization Prophylaxis Strategy (MIPS) Activation at MacArthur High School POD

To help fulfill its role of preparing for and providing immediate response to disasters, the Lawton Public Schools , here after known as Care and Feed Partner, agrees to provide immediate feeding of the responders at the MacArthur High School Point of Dispensing (POD) during a public health emergency requiring mass medications to the public. Public Health is uniquely responsible for providing vaccination clinics and mass antibiotic distribution centers during a disaster, communicable disease emergency, or other public health emergency.

The Care and Feed Partner agrees to provide meals for responders at the MacArthur High School POD in Comanche County, Oklahoma. Locations and amount of staff per site to provide meals for are listed in table below. Projected staffing for the MacArthur POD site locations is approximately 150, with staff working 12 hour shifts. Shifts will be dictated by the event requiring a public health response; however, planning is scheduled for (2) meals per shift with (2) shifts 24 hour period; one meal shall be provided every (6) hours with a total of 300 meals provided per 12 hour shift.

Activation of the care and feeding plan will begin within 12 hours of the decision to activate mass medication within the Comanche MIPS Jurisdiction. Partners may dictate in table below how many meal times they shall cover. Multiple Care and Feed partners may be established and shall be documented in Care and Feed Plan. Each Care and Feed Partner shall sign an MOU.

Therefore, it is mutually agreed between parties as follows:

1. The Care and Feed Partner at the request of the Comanche Administrator Director and to the extent of its ability to feed the initial responders and support staff of the medical operations at the designated facilities.
2. The Care and Feed Partner of Comanche County agrees to provide care and feeding of the responders for at least 72 hours and as long as 60 days, (60 days would be an extenuating circumstance and only a remote possibility.) In the event Care and Feed Partner can no longer support the incident, they will give the Comanche County Health Department at least 24 hour notice in order to get additional support in care and feeding of the responders.
3. During an event requiring both mass sheltering and vaccination clinics or antibiotic distribution centers, the Health Department will medicate the Care and Feed Partner staff and family members before the dispensing sites are open to the general public.
4. This Memorandum of Agreement shall be effective upon approval by the parties to it, as indicated by each party's signature below, and shall be in effect for a period of three years or until either party chooses to terminate. Written notice of intent to terminate this agreement shall be given sixty (60) days prior to the termination date.
5. Primary Point of Contact (POC) will be entered on the Comanche County Quarterly Recall Drill database. This drill is a test to ensure partners are able to be recalled during a public health emergency. POC will receive a phone call once a quarter with an automated message.

Comanche County
Health Department

Care and Feed Resource Information

Primary Care and Feed Point of Contact Name and Title:		Primary POC Signature for Recall Drill:
Primary 24/7 Number:	Backup 24/7 Number:	Email:

Description of Resources Available (description, number, size)

# of Care & Feed Employees: _____	# of Meals provided per 12hr shift: 300 **Pickup** or Delivery

Location meals are prepared for with address: MacArthur HS cafeteria, 4402 E Gore Blvd, Lawton, OK 73501

Name of Resource (If personnel, list amount)	Description (Include size, model, skills, time available, etc.)	Number Available	Special Instructions, (Identify what facility community partner will report to or assist at, with address)
MacArthur cafeteria	Cafeteria seating capability:_____	1 cafeteria	Cafeteria located onsite

Comments:

If Care and Feed partner have Staff working on site at WH/POD/Health EOC, staff will take breaks in accordance with US Department of Labor laws.

Signatures to the Agreement:

Brandie Combs
PRINT NAME Signature DATE
Regional Director, Comanche County Health Department
Title
brandieo@health.ok.gov 580-682-9017
Email and 24/7 Cell

1-17-19
Lawton Public Schools Representative Signature DATE
PRINT NAME KENT JESTER, PRESIDENT
LAWTON BOARD OF EDUCATION
Title

Email and 24/7 Cell

2nd Lawton Public Schools Point of Contact Signature DATE
PRINT NAME

Title

Email and 24/7 Cell

1010 South Sheridan, Lawton, OK 73501
Phone :(580) 248 – 5890 Toll Free: (800) 788-3628 Fax:(580) 585-6621
www.health.ok.gov/chds/comanche
Equal Opportunity Employer

to board 6-21-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

BOARD APPROVED

AUG 0 1 2011

LAWTON PUBLIC SCHOOLS

Date 8/1/11

Comanche County Commissioners
315 SW 5th Street, Room #303
Lawton, OK 73501

Dear Commissioners:

The School District of Lawton, Oklahoma, District No. 16-I008 will participate in the Comanche County Multi-Jurisdiction Natural Hazard Mitigation Plan Update by:

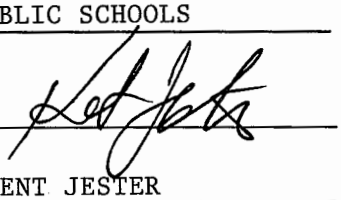
1) Providing a member to serve on the Comanche County Multi-Jurisdiction Natural Hazard Mitigation Planning Committee.
2) Update information specific to our entity as needed/requested.
3) Review the draft plan and make it available for the general public to review for 30 days.
4) Approve the final plan.

By: _____

ERIC SHARUM, PRESIDENT
LAWTON BOARD OF EDUCATION

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall continue in full force and effect.

WHEREFORE, the Parties hereto hereby confirm by their signature below that the foregoing sets forth their understanding and Agreement with respect to the subject matter hereof as of the date first written above.

SafeStop, Inc.	LAWTON PUBLIC SCHOOLS
Signature_____	Signature: 
Print: Patrick Gallagher	Print: KENT JESTER
Its: Director of Sales	Its: PRESIDENT, LAWTON BOARD OF EDUCATION

BOARD APPROVED

MAY 25 2017

LAWTON PUBLIC SCHOOLS

6-27-17
6-28-18
6-27-19

CROSSROADS YOUTH & FAMILY SERVICES, INC.
dba Crossroads Head Start / Early Head Start
and LAWTON PUBLIC SCHOOL DISTRICT I-8

Head Start/Early Head Start Lease Agreement
(July 1, 2017 – June 30, 2022)

This Lease Agreement, made and entered into effective as of the 1st day of July, 2017 by and between Lawton Public School District (I-8), Comanche County, Oklahoma, hereinafter referred to as "Lessor" and Crossroads Youth & Family Services, Inc., hereinafter referred to as "Lessee".

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have previously enjoyed a long standing collaboration for the purpose of providing specialized early childhood education services (specifically Head Start) to those four-year-old children in Lawton who are most in need by virtue of their low socio-economic standing;

WHEREAS, Lessor is the owner of real property and facilities located at 501 NW Woodridge Drive; Lawton, Oklahoma (the "Leased Premises");

WHEREAS, Lessee has been awarded a grant from the Administration for Children and Families in the U.S. Department of Health and Human Services ("ACF") to provide Head Start and Early Head Start services to eligible children in Comanche County, Oklahoma;

WHEREAS, Lessee is under an obligation in exchange for receiving federal funds to maximize the use of those funds in accordance with federal spending guidelines and restrictions;

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Leased Premises and to utilize the Leased Premises for the operation of a Head Start/Early Head Start Program; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

RESPONSIBILITIES

1. **Lease of the Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Leased Premises located at 501 NW Woodridge Drive, Lawton, Oklahoma, more particularly described as the facility (including classrooms, hallways, offices, kitchen, and restrooms), the playground area, and parking space.

2. **Term.** The term of this Lease Agreement shall be from July 1, 2017 to June 30, 2022, subject to annual renewal by Lessee and Lessor providing written notice to the other on or before May 15th of the then current year that they are renewing or terminating this Lease Agreement for the upcoming school year. Lessor understands and agrees that funding for this contract is provided through a federal Head Start contract. In the event that funding of said contract is terminated or cancelled at any time for any reason, Lessee reserves the right to terminate this contract immediately. Upon termination of this Lease Agreement, by lapse of time or otherwise, Lessee agrees to surrender possession of the Leased Premises to Lessor in good condition and repair, normal wear and tear excepted, subject to the provisions of Section 9 Alterations or Improvements. Lessor specifically represents that at the time this Lease Agreement is entered it does not anticipate a need for this property within the term of the Lease.

3. **Use of Premises.** The Leased Premises shall be used by Lessee solely for the operation of the Head Start/Early Head Start Program. Lessee shall not use the Leased Premises in any manner which would constitute a change in use or occupancy, as that term is defined in the current edition of the BOCA National Building Code (the "Building Code"). Lessee agrees that its operation of a Head Start/Early Head Start Program on the Leased Premises will be in full and strict compliance with the requirements of applicable state, municipal and federal laws, rules and regulations. If Lessor determines that Lessee is not complying with the provisions of this Lease Agreement concerning the nature and character of its operations on the Leased Premises, Lessor shall give Lessee written notice. If Lessee fails to correct deficiencies in its operation within ninety days after receipt of Lessor's notice, Lessor shall have the right to terminate this Lease Agreement. If Lessee is required to obtain a license or Certificate of Occupancy from any state or local regulatory agency as a condition to its use and occupancy of the Leases Premises, the cancellation, suspension, revocation or surrender of the license or the failure to obtain a Certificate of Occupancy shall constitute a basis for termination of this Lease Agreement by Lessor.

4. **Program Requirements.** Lessee's Head Start/Early Head Start staff and all operations of a Head Start/Early Head Start Program on the Leased Premises shall be in compliance with all applicable laws, including (i) any child care licensing or operational requirements and (ii) the performance standards of the Head Start/Early Head Start Program.

5. **Operating Hours.** The Leased Premises shall operate the program Monday through Friday, except for Program holidays, 12 months per year. Space will also be available as needed for parent meetings and other Head Start activities that are held in the evening or on weekends.

6. **Rent.** Lessee agrees to pay One Dollar ($1.00) per year, payable on the 1st of July each year.

7. **Care, Maintenance and Repair.** Lessee, at its cost, shall provide usual and customary care to the Leased Premises, including custodial services, routine maintenance, repair, and upkeep of the Leased Premises. Lessee has inspected the Leased Premises with these obligations in mind and accepts the same in its present condition. In the event that repair to the roof, foundation, plumbing, structural walls, HVAC, or other major items is necessary and federal approval for that purpose cannot be obtained, Lessor and Lessee will negotiate which party shall assume responsibility under a separate agreement.

8. **Access by Lessor.** Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Lessee is complying with the terms of this Lease Agreement and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises or to perform Lessor's duties under this Lease Agreement. If Lessee installs locks on the Leased Premises, duplicate keys shall be provided to the Lessor.

9. **Alterations or Improvements.** Lessee shall have the right, upon obtaining Lessor's consent, to remodel and make additions, improvements and replacement of and to all or any part of the property from time to time as deemed desirable. All approved alterations will be made at the expense of the Lessee, shall be made in a workmanlike manner and utilizing good quality materials, and shall conform in all respects to state and local laws, ordinances and regulations including, without limitation, the current edition of the Building

Code. Lessee shall bear the expense of any remedial measures required by the Building Code, the Fire Prevention Code, the Division of the State Architect for public school buildings or required as a condition for the issuance of a license or Certificate of Occupancy. Lessee shall be responsible for and shall pay for any inspections, permits or fees required, including, but not limited to, any fees charged by the Division of the State Architect. Lessee shall have the right to place and install personal property, trade fixtures, equipment, playground equipment, kitchen appliances, and other temporary installations in and upon the property. All improvements, equipment, playground equipment, kitchen appliances, and other installations shall remain the property of Lessee.

10. **Utilities and Custodial Services.** Lessee shall provide at Lessee's sole cost and expense all utilities and custodial services used by Lessee during its use and occupancy of the Leased Premises.

11. **Notices.** All notices required or permitted to be given hereunder shall be in writing, and may be personally served, sent by courier service or by certified United States mail, return receipt requested, with proper postage prepaid, and shall be deemed to have been given: (a) in the case of personal service, on the date of such personal service; (b) in the case of courier service, on the first day following deposit with such courier service; or (c) in the case of the United States mail, upon sender's receipt of the return receipt. For this purpose, the proper addresses of the parties (until notice of change is served as provided in the preceding sentence) shall be as follows:

Communication to Crossroads YFS:

Crossroads Youth & Family Services, Inc.
1333 W. Main Street
Norman, OK 73069
Phone: (405) 292-6440
FAX: (405) 292-6442
Attention: Lisa Winters, Executive Director

With a copy to:

Crossroads Head Start/Early Head Start
1333 W. Main Street
Norman, OK 73069
Phone: (405) 292-6440, x-340
FAX: (405) 292-6442
Attention: Terrie Vicknair, Program Director

Communication to Lawton Public Schools:

Superintendent
Lawton Public Schools
P. O. Box 1009
Lawton, Oklahoma 73502
Phone: (580) 357-6900
FAX: (580) 585-6319

With a copy to:

C.E. Wade, Jr.
Wade and Mackey
P.O. Box 2515
Lawton, Oklahoma 73502
Phone: (580) 357-7700
FAX: (580) 357-7706

12. **Hold Harmless.** Lessee shall hold harmless, defend and indemnify Lessor, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of Lessee's activities under this Lease Agreement, but excluding liability due to the sole negligence or willful misconduct of Lessor. This obligation shall continue beyond the term of this Lease Agreement as to any act or omission which occurred during or under this Lease Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefits acts.

13. **Insurance.** Lessee agrees to reimburse Lessor for the cost of property/casualty insurance on the Leased Premises upon Lessee's receipt of documentation from the Lessor establishing the actual cost of such insurance, which is currently approximately $3,200.00 per year. Lessee is responsible for the insurance deductible, which will only be applied towards rebuilding the Leased Premises for the benefit of Lessee's Head Start/Early Head Start Program. Lessee shall furnish Lessor, prior to its occupancy of the Leased Premises, a certificate of general liability insurance, naming Lessor as an additional named insured, in a minimum amount of $50,000 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 accident or occurrence. Lessor will also carry a student accident policy insuring the students against any claim of accidental injury any student may sustain while participating in this program. The certificate of insurance shall provide that the insurance carrier will give Lessor ten days written notice prior to any cancellation of the insurance coverage for any reason, including non-payment of the premium. Coverage dates under the insurance must coincide with the term of this Lease Agreement. In the event the insurance is cancelled or permitted to lapse, Lessor shall have the right to cancel this Lease Agreement. Lessee further agrees to furnish evidence of workers compensation coverage to the extent required by Oklahoma law.

14. **Risk of Loss.** Lessee assumes the risk of any theft, loss or damage to its property or the property of its employees, agents and invitees. Lessor assumes the risk of any theft, loss or damage to its property or the property of its employees, agents and invitees. Neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages, directly or indirectly arising under this Lease Agreement.

15. **Assignment.** This Lease Agreement, or any interest of Lessee therein, shall not be assignable by Lessee without the prior written consent of Lessor and any attempt to so assign shall be null and void.

16. **Compliance with Rules and Regulations.** Lessee agrees to comply with Lessor's districtwide rules and regulations governing use and occupancy of the Leased Premises and with any districtwide rules and regulations as may be adopted in the future by Lessor for the safety, care and cleanliness of the Leased Premises and the preservation of good order on the Leased Premises. With the exception of safety rules and regulations, Lessee shall be given ninety days written notice prior to Lessor's adoption of any change in the rules and regulations regarding the Leased Premises.

17. **Americans With Disabilities Act (ADA).** It is acknowledged that the Leased Premises, at time of original occupancy by Lessee, were in compliance with the requirements of the Americans with Disabilities Act ("ADA"). From and after the date of this Lease Agreement, Lessee shall assume responsibility for compliance with the ADA, its supporting regulations, and all similar federal, state or local laws, regulations and ordinance relating to removal of barriers within the workplace, including, without limitation, the arrangement of interior

furnishings, and access within the Leased Premises. If Lessor's consent would be required for alterations to bring the Leased Premises into compliance, Lessor agrees not to unreasonably withhold its consent.

18. **Default.** The following shall constitute events of default on the part of the Lessee:

(a) Lessee's failure to operate a Head Start/Early Head Start Program on the Leased Premises;

(b) Lessee's failure to maintain any required permits;

(c) Operating the Leased Premises in any manner contrary to any law, ordinance or regulation applicable to the conduct of the Head Start/Early Head Start Program on the Leased Premises; or

(d) Violation or non-performance of any other obligation of Lessee under this Lease Agreement which is not corrected by the Lessee within the time permitted under this Lease Agreement.

Lessor shall provide Lessee with written notice of an event of default. If Lessee fails to correct an event of default within ninety days after receipt of Lessor's notice, Lessor shall have the right to terminate this Lease Agreement and Lessee's rights hereunder, including the right to occupy the Leased Premises, with reasonable notice or demand.

19. **Assignment.** This Lease Agreement shall be binding upon the parties and their respective successors and assigns, except that Lessee shall not assign this Lease Agreement or sublease the Leased Premises without the prior written consent of Lessor and any attempt to so assign shall be null and void.

20. **Dispute Resolution.** The parties shall endeavor in good faith to resolve any disputes which may arise regarding this Lease Agreement. If the parties cannot agree among themselves, in addition to their respective rights hereunder, they agree to the following dispute resolution process. Either party may initially submit their dispute to confidential mediation by a mutually acceptable third party familiar with operations of a Head Start program. If they cannot agree on such a person within five (5) business days after the written request for mediation is given by an allegedly aggrieved party to the other party, or, if

within 30 business days following engagement of a mediator the parties remain in disagreement, then any party may submit all controversies, claims and disputes arising from this Lease Agreement to the District Court in Comanche County, Oklahoma. If any action is brought by either party to enforce this Lease Agreement or for breach of the terms of this Lease Agreement, this Lease Agreement shall be interpreted and governed by the laws of the State of Oklahoma. Termination of this Agreement shall not be subject to Dispute Resolution.

21. **Severability.** If any provision of this Lease Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Lease Agreement. The prevailing party shall be entitled to recover a reasonable attorney's fee, to be fixed by the Court, and all other costs of the action in addition to any monetary or injunctive relief obtained.

22. **Independent Relationship.** The parties agree and acknowledge that the relationship of the parties is that of independent contractors. This Lease Agreement shall not be deemed to create a partnership or joint venture for the operation of the Head Start/Early Head Start Program, and neither party is the other's agent, partner, employee, or representative. Neither party hereto shall have the right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons. Rather, this Lease Agreement shall constitute a lease of space only for the use stated herein. This Lease Agreement should not be construed to create a contract of employment or agency relationship. Lessee is solely responsible for the operation of the Head Start/Early Head Start Program, for employment of staff and for the payment of all taxes, including federal, state and local employment taxes arising out of Lessee's activities hereunder.

23. **Miscellaneous.** This Lease Agreement represents the entire understanding between the parties on this subject, supersedes any and all prior or contemporaneous oral or written negotiations, understandings or agreements with respect to the subject matter hereof, and may be amended or modified only by a writing signed by both parties. Time is of the essence of the obligations of the parties herein. Lessee shall not advertise or represent that Lessee is sponsored by Lessor or in any other way affiliated with Lessor. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with

respect to the specific obligations described therein. The waiver of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach. To the extent this Lease Agreement contemplates (whether or not specified) that a party will perform an obligation after expiration or termination of this Lease Agreement, such obligation and all provisions of this Lease Agreement relating to the interpretation and enforcement thereof shall survive the expiration or termination of this Lease Agreement.

IN WITNESS WHEREOF, the parties have signed this Lease Agreement as of the ___ day of May, 2017

Lawton Public School District (I-8), Comanche County, Oklahoma a/k/a/ Lawton Public Schools

By: _____
President, Board of Education

"Lessor"

Crossroads Youth & Family Services, Inc.

By: _____
Executive Director

"Lèssee"

Cummins-Setters Commercial Partners LLC

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Johnny Owens
Commercial Properties, Inc.

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

___Buyer Brokerage Agreement __ Listing Brokerage Agreement ___Option Agreement
__ __Sales Agreement ___IRS 1031 Exchange Agreement ___Other _____

1. **Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:
1) Receive all written offer and counteroffers;
2) Reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) Present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

1) that a party or prospective party is willing to pay more or accept less than what is being offered,
2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

1608 SW C Ave, Suite 200 • Lawton, OK 73501 • cscpok.com • PH: (580) 357-2727 • FAX: (580) 699-2721

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate. **Prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered and hereby confirmed: Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.**

_____(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both parties to the transaction prior to the parties signing this Contract.

Buyer Name (Printed):_

Buyer Signature: _____

Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

___ ((Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both parties to the transaction prior to the parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.

Seller Name (Printed): LAWTON PUBLIC SCHOOLS

BY- CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Seller Signature:

Dated: 3-10-2020

1008 SW C Ave, Suite 200 • Lawton, OK 73501 • csopok.com • PH: (580) 357-2727 • FAX: (580) 699-2721

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Real Estate Marketing Update

Prepared for:

Lawton Public Schools

Regarding:

NW 52nd and Quanah Parker Trailway

Lawton, OK

Co-Star/Loopnet Website:

Impressions: 3,546

Detailed Views: 110

Prepared By:

Johnny Owens

580-678-0884

Jowens@johnnyowens.com

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Exclusive Real Estate Listing Agreement

(FOR SALE ONLY)

Property Address: 52nd & Quanah Parker Trailway, Lawton, Oklahoma

Legal Description; **22-2N-12W C T BEG 994.05' S OF NW/C (S0*08'W) 2582.30' (N89*43'E) 685.2', (N0*08'E) 1277.7', (N48*36'E) 88.8', (N19*42"E) 331.9', (N81*44'33"W) 212.49', (NO6*18'07"E) 289.71', (N64*3 8'44"W) 31.75',(N62*32'45"E) 78.68', (N0*17'W) 144.07', (N89*43'E) 25.60', (N0*16'E) 427.25', (S89*43'W) 742' TO BEG. LESS: COMM AT THE NW/C NW/4; THN S00*15'09'W A DIST OF 2886.73'; THN N89*43'00"E A DIST OF 50.00' TO THE POB; THN S00*15'09"W A DIST OF 689.62'; THN N89*43'00"E A DIST OF 632.41'; THN N00*08'00"E A DIST OF 689.61'; THN S89*43'00"W A DIST OF 630.98' TO POB., Comanche County, Oklahoma**

Seller/Owner hereby grant Cummins-Setters Commercial Partners LLC, OK #178409, the exclusive right to sell, market, and offer the real estate described above. This Listing Agreement shall be for 1 year from the date of execution.

In the event that the Seller decides to remove the listing from the market and cancel this listing agreement, the Seller is responsible for the preliminary cost of marketing and any special signage required. If the Broker is unable to sell the said property within the 6-month period, the Seller has no obligation for these marketing costs. Some of the items or methods used to market the property have no actual cost and will be at No Charge to the Seller.

The Listing Agents estimate of these possible costs is $__N/A____

Sellers Acknowledgment of these potential costs: Int_____

The Listing Broker will market the property in any and all forms and venues the Broker chooses. Not all advertising and marketing methods will be used on all listings. It is at the Broker discretion to choose the best marketing plan and methods for this property. These methods and any Seller potential costs will be discussed and approved with the Seller prior to the expenditure.

If the Broker brings a "Bona Fide" offer from a willing and able Buyer and an agreed to Purchase/Sale Agreement is executed, and escrow closed, the Seller agrees to pay the Listing Broker a commission of 4% of the selling price. If another Broker is involved in either side, seller agrees to pay the listing Broker 5% of selling price. The Listing Broker may also choose to share or split the commission earned with a Co-Operating Broker. Any Co-Operating Broker fees with be handled in a separate Co-Broker Agreement completed between the Brokers.

In the event the said real estate is sold within 180 days after the termination of this exclusive listing contract, or any extension thereof, to any person Broker has offered the property, The Seller agrees to pay said Broker the same commission as outlined above.

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Special Conditions:

N/A

Business Name: N/A, Vacant Land

Address: 52nd and Quanah Parker Trailway, Lawton, OK

Property Size: ±24.25 acres

Building Size: N/A, Vacant Land

Zoning: R-1, Single-Family Dwelling District

Price: To Be Determine

Listing Expires: One year from date of execution

It is hereby agreed:

Owner: Lawton Independent School District
Phone No: (580) 357-6900

Date: 3-10-2020

By: _____
CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Johnny Owens-#084935- Broker Associate

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Exclusive Real Estate Listing Agreement

(FOR SALE ONLY)

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Property Address: 2201 NW Lindy Avenue, Lawton, OK

Legal Description; SHERIDAN BLK 5 LOT 8, Comanche County, Oklahoma

Seller/Owner hereby grant Cummins-Setters Commercial Partners LLC, OK #178409, the exclusive right to sell, market, and offer the real estate described above. This Listing Agreement shall be for 1 year from the date of execution.

In the event that the Seller decides to remove the listing from the market and cancel this listing agreement, the Seller is responsible for the preliminary cost of marketing and any special signage required. If the Broker is unable to sell the said property within the 6-month period, the Seller has no obligation for these marketing costs. Some of the items or methods used to market the property have no actual cost and will be at No Charge to the Seller.

The Listing Agents estimate of these possible costs is $ N/A

Sellers Acknowledgment of these potential costs: Int_____

The Listing Broker will market the property in any and all forms and venues the Broker chooses. Not all advertising and marketing methods will be used on all listings. It is at the Broker discretion to choose the best marketing plan and methods for this property. These methods and any Seller potential costs will be discussed and approved with the Seller prior to the expenditure.

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In the event the said real estate is sold within 180 days after the termination of this exclusive listing contract, or any extension thereof, to any person Broker has offered the property, The Seller agrees to pay said Broker the same commission as outlined above.

Special Conditions:

_____

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Business Name: Jackson Elementary School

Address: 2201 NW Lindy Avenue, Lawton, OK

Property Size: 2.167 Acres

Building Size: 21,085 SQ FT

Zoning: P-F, Public Facilities District

Price: $260,000

Listing Expires: One year from date of execution

It is hereby agreed:

Owner: Jackson School
Phone No: (580) 357-6900
Date 3-10-2020

By: _____

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

_____

Johnny Owens-#084935- Broker Associate

_____

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

Comanche

Account Data And Map Image

Data provided by Grant Edwards County Assessor

Date 02/25/2020
Time 14:08:35

Map Image

02008
NW Lindy Ave
NW Lindy Ave
NW Lindy Ave

Comanche County Assessors Office

02/25/2020
15:21:05

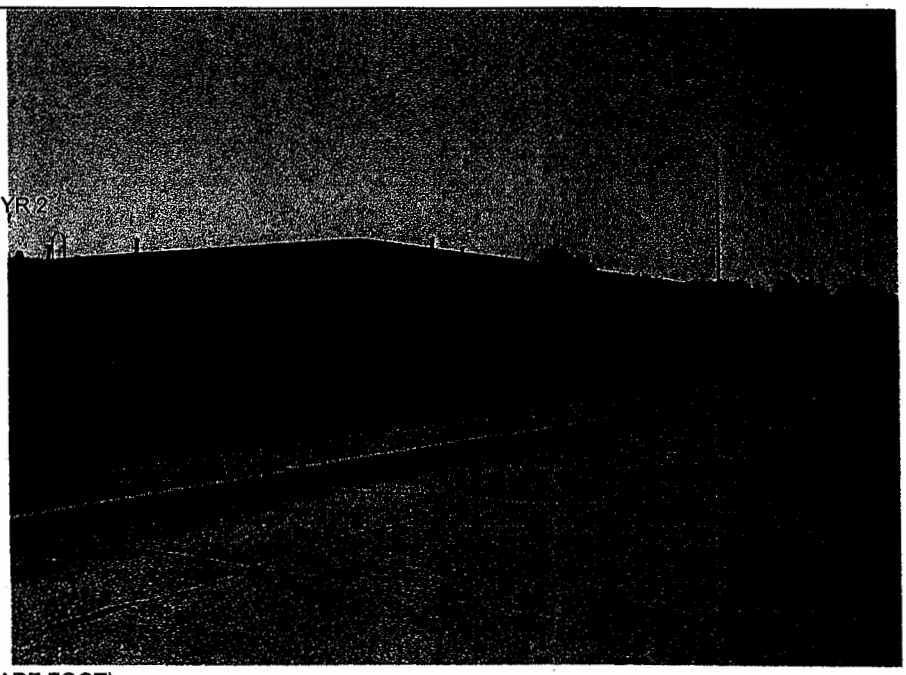
Appraisal Property Record Card 1 of 1

Data provided by: Grant Edwards Comanche County Assessor

Account	160082908
Parcel ID	02N12W-23-1-23300-005-0008
Cadastral ID	023300-0050008-00000
Tax Area Code	2
Property Class	1UCPL - SCHOOL URBAN COMM PLATTED
Owners Name	JACKSON SCHOOL
Situs	02201 NW LINDY AVE
Neighborhood	88877 - COMMERCIAL SECONDARY LOCATION YR2
Legal Description	

SHERIDAN BLK 5 LOT 8

Primary Image



Lot Data

Lot Size	0 x 0	
Lot Count	0	
Units Buildable	0	
Non-Ag Acres	0	
Topography		
Street Access		
Utilities		
Amenitys	LAND LOCAT	0
		0
Value Model	446 COMMERCIAL SECONDARY LOCAT (SQUARE FOOT)	
Value Method	Square-Foot	
Base Lot Value	94,525.20 x 1.00 =	94,525
Factor Value	0	
Adjustements		
Lot Value	94,525	

Image Information

Image ID	499522
Image Date	6/20/2019
Name	160082908-02.JPG
Description	

Marshall & Swift Cost Approach

Marshall Swift Manual Date	10/2018	
Total Building Area	21,488	
Total Base Value	3,059,032	
Modifier Value		
Misc Improvements		
Replacement Cost New	3,059,032	
Phys/Func Depreciation Loss	(2,355,455)	
RCN Less Phys/Func	703,577	
Economic Depreciation		
RCNLD (All Sources)	703,577	
Depreciated Improvements		
Outbuilding Value		
Total Improvement Value	703,577	
Land Value	94,525	
Cost Approach Value	798,102	37.14/SqFt

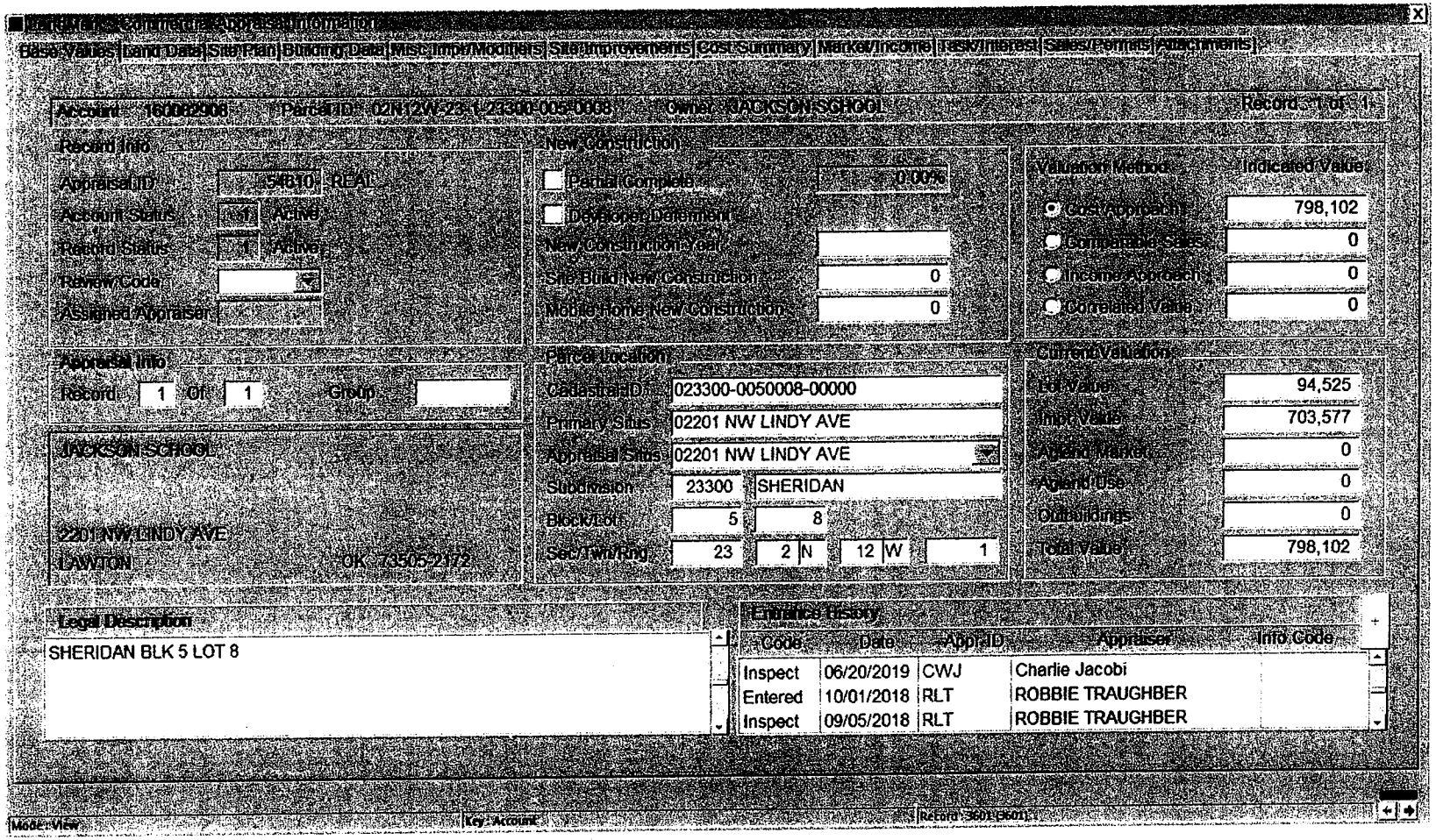
Income Approach

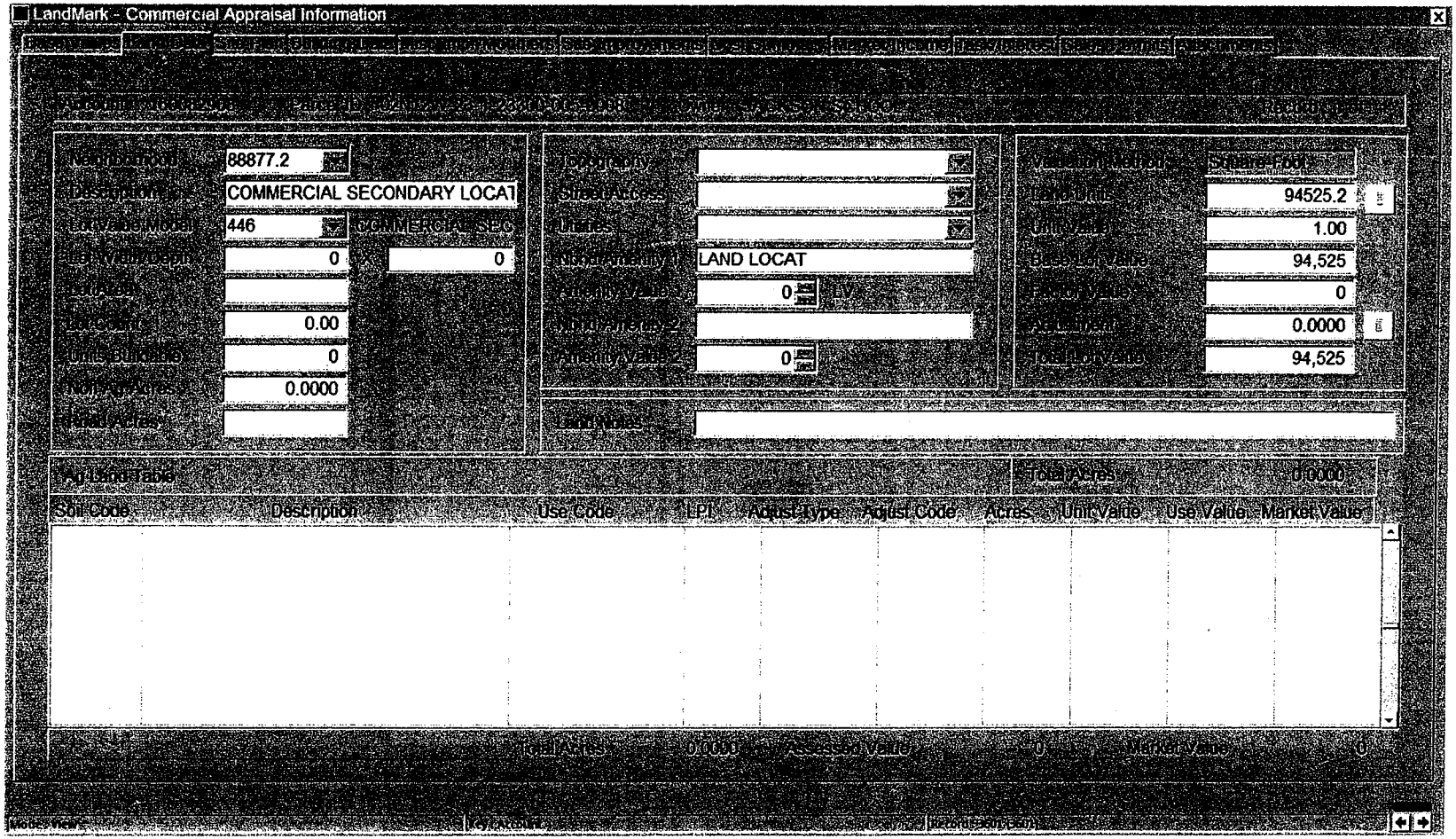
Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	0.00

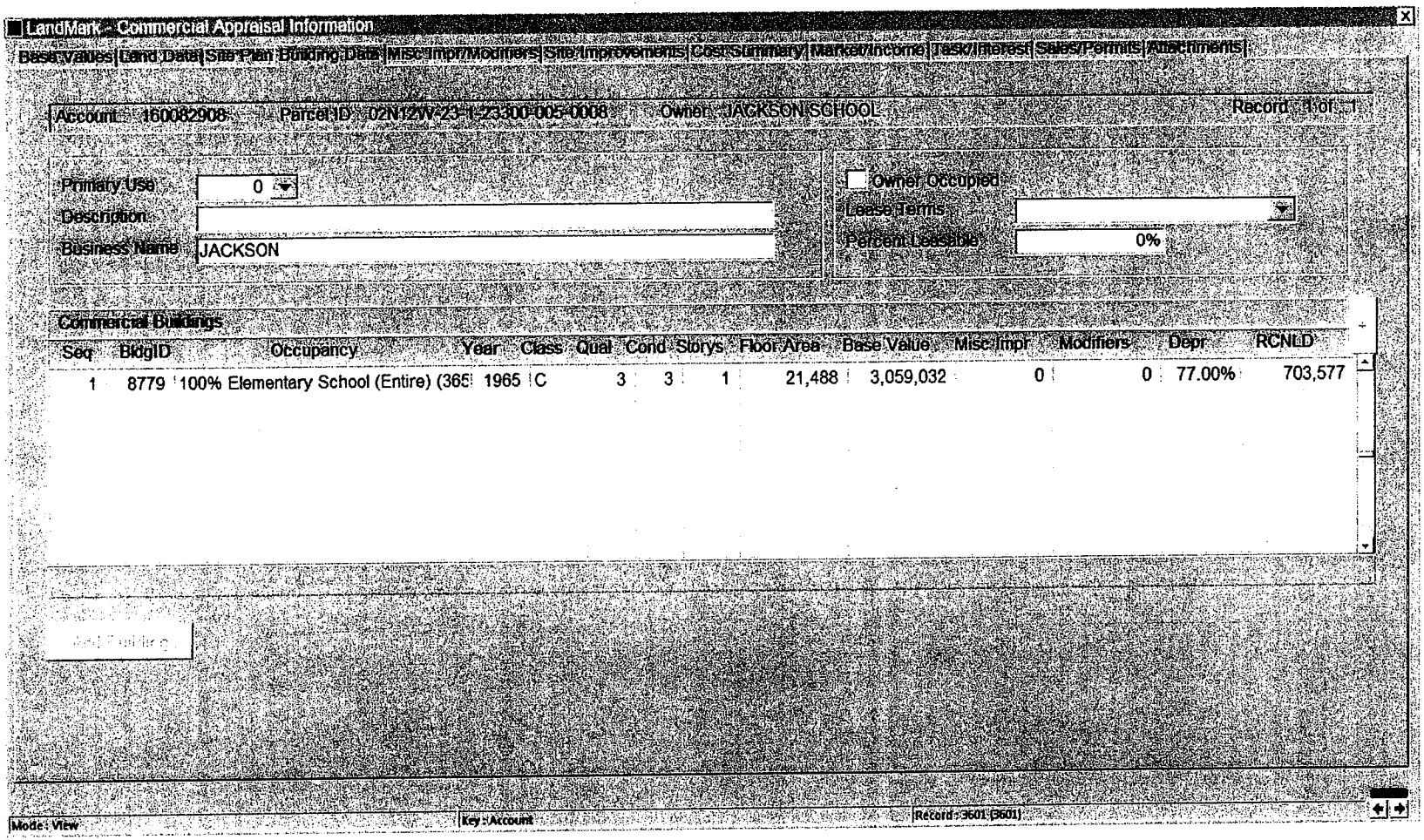
Value Reconciliation

Selected Valuation Method	Cost Approach	
Total Improvement Value	703,577	
Land Value	94,525	
Total Appraised Value	798,102	37.14/SqFt

Date Added	User Code	Comments


Residential/Commercial Appraisal Information
Base Values
Land Data
Site Plan
Building Data
Misc Imp/Modnts
Site Improvements
Cost Summary
Market/Income
Tax/Interest
Sales/Formats
Attachments
Account 160082008
Parcel ID 02N12W-23-1-23300-005-0008
Owner JACKSON SCHOOL
Record 1 of 1
Record Info
Appraisal ID 54810 REAL
Account Status 01 ACTIVE
Record Status 1 Active
Review Code
Assigned Appraiser
New Construction
Partial Complete 0.00%
Deviation Determin
New Construction Year
Site Build New Construction 0
Mobile Home New Construction 0
Valuation Method
Indicated Value
Cost Approach 798,102
Comparable Sales 0
Income Approach 0
Correlated Value 0
Appraisal Info
Record 1 Of 1 Group
Parcel Location
CadastralID 023300-0050008-00000
Primary Situs 02201 NW LINDY AVE
Appraisal Situs 02201 NW LINDY AVE
Subdivision 23300 SHERIDAN
Block/Lot 5 8
Sec/Twn/Rng 23 2 N 12 W 1
Current Valuation
Lot Value 94,525
Impr Value 703,577
Ag Land Market 0
Ag Land Use 0
Outbuildings 0
Total Value 798,102
JACKSON SCHOOL
2201 NW LINDY AVE
LAWTON OK 73505-2172
Legal Description
SHERIDAN BLK 5 LOT 8
Entrance History
Code Date App ID Appraiser Info Code
Inspect 06/20/2019 CWJ Charlie Jacobi
Entered 10/01/2018 RLT ROBBIE TRAUGHBER
Inspect 09/05/2018 RLT ROBBIE TRAUGHBER
Mode: View
Key: Account
Record: 3601 (3601)


LandMark - Commercial Appraisal Information
Neighborhood
88877.2
Description
COMMERCIAL SECONDARY LOCAT
Lot Value Model
446
COMMERCIAL SEC
Lot Width/Depth
0
0
Lot Acres
Lot Sites
0.00
Units Buildable
0
Non Farm Acres
0.0000
Total Acres
Topography
Street Access
Utilities
Neighborhood Amenity
LAND LOCAT
Amenity Value
0
LV
Neighborhood Amenity 2
Amenity Value 2
0
Valuation Method
Square Foot
Land Units
94525.2
Unit Value
1.00
Base Lot Value
94,525
Adjustment
0.0000
Total Land Value
94,525
Land Notes
Adj Land Table
Total Acres
0.0000
Soil Code
Description
Use Code
LPI
Adjust Type
Adjust Code
Acres
UnitValue
Use Value
Market Value
Total Acres
0.0000
Assessed Value
0
Market Value
0


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Task/Interest | Sales/Permits | Attachments
Account: 160082908 Parcel ID: 02N12W-23-1-23300-005-0008 Owner: JACKSON SCHOOL Record: 1 of 1
Primary Use: 0
Description:
Business Name: JACKSON
Owner Occupied
Lease Terms:
Percent Leasable: 0%
Commercial Buildings
Seq BldgID Occupancy Year Class Qual Cond Storys Floor Area Base Value Misc Impr Modifiers Depr RCNLD
1 8779 100% Elementary School (Entire) (365 1965 C 3 3 1 21,488 3,059,032 0 0 77.00% 703,577
Mode: View
Key: Account
Record: 3601 (3601)

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Exclusive Real Estate Listing Agreement

(FOR SALE ONLY)

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Property Address: 4912 SE Avalon Avenue, Lawton, OK

Legal Description; PARK LANE BLK 4 LOT 18, Comanche County, Oklahoma

Seller/Owner hereby grant Cummins-Setters Commercial Partners LLC, OK #178409, the exclusive right to sell, market, and offer the real estate described above. This Listing Agreement shall be for 1 year from the date of execution.

In the event that the Seller decides to remove the listing from the market and cancel this listing agreement, the Seller is responsible for the preliminary cost of marketing and any special signage required. If the Broker is unable to sell the said property within the 6-month period, the Seller has no obligation for these marketing costs. Some of the items or methods used to market the property have no actual cost and will be at No Charge to the Seller.

The Listing Agents estimate of these possible costs is $ N/A

Sellers Acknowledgment of these potential costs: Int_____

The Listing Broker will market the property in any and all forms and venues the Broker chooses. Not all advertising and marketing methods will be used on all listings. It is at the Broker discretion to choose the best marketing plan and methods for this property. These methods and any Seller potential costs will be discussed and approved with the Seller prior to the expenditure.

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In the event the said real estate is sold within 180 days after the termination of this exclusive listing contract, or any extension thereof, to any person Broker has offered the property, The Seller agrees to pay said Broker the same commission as outlined above.

Special Conditions:

_____

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Business Name: Park Lane Elementary School

Address: 4912 SE Avalon Avenue, Lawton, OK

Property Size: 5.06 Acres

Building Size: 29,935 SQ FT
3,775 SQ FT Free-Standing Gym

Zoning: R-1, Single-Family Dwelling District

Price: $450,000

Listing Expires: One year from date of execution

It is hereby agreed:

Owner: Lawton Independent School District #8
Phone No: (580) 357-6900

Date: 3-10-2020

By:

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Johnny Owens-#084935- Broker Associate

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

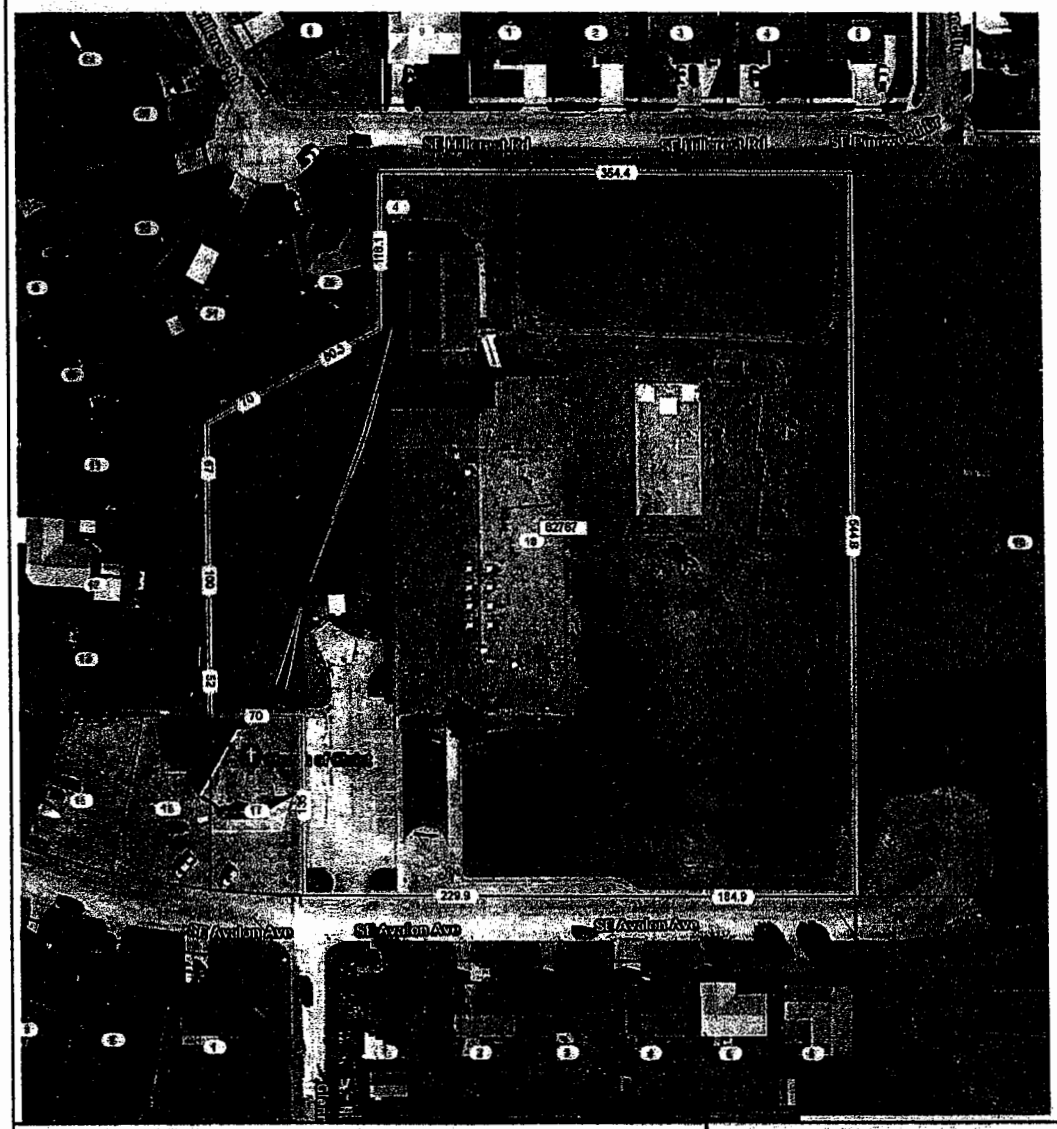
Comanche

Account Data And Map Image

Data provided by Grant Edwards County Assessor

Date 02/25/2020
Time 14:14:17

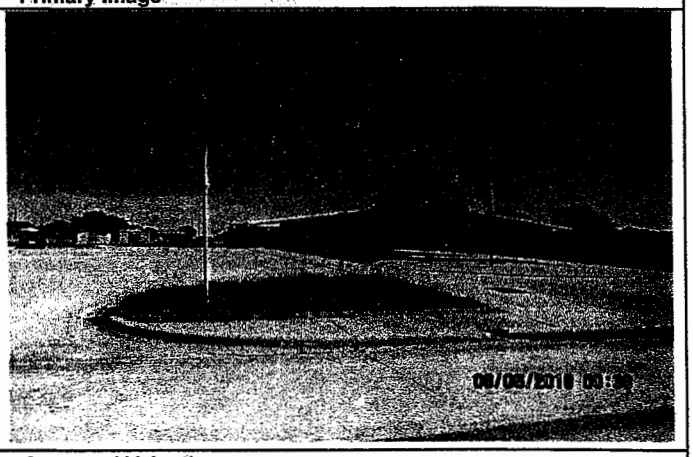
Map Image



Assessment Data

Account	160082767
Parcel ID	01N11W-02-2-21000-004-0018
Cadastral ID	021000-0040018-00000
Property Type	REAL - Real Property
Property Class	5URPL
Tax Area	2 - 1-8-1LAWTON 100.97
Situs	
Subdivision	PARK LANE
Lot/Block	0018 / 0004
Sec/Twn/Rng	2 / 1 / 11 / 2
Neighborhood	521000 - PARK LANE
LAWTON INDEPENDENT SCHOOL DISTRICT #8	

Primary Image



Legal Description

PARK LANE BLK 4 LOT 18

Assessed Valuation

Land Value	0	Assessed Value	0
Improvements	0	Assessment Level	11.25%
Mobile Home	0	Penalty Amount	0
Total Value	0	Exemption	0
		Total Taxable	0

Comanche County Assessors Office

02/25/2020
15:40:34

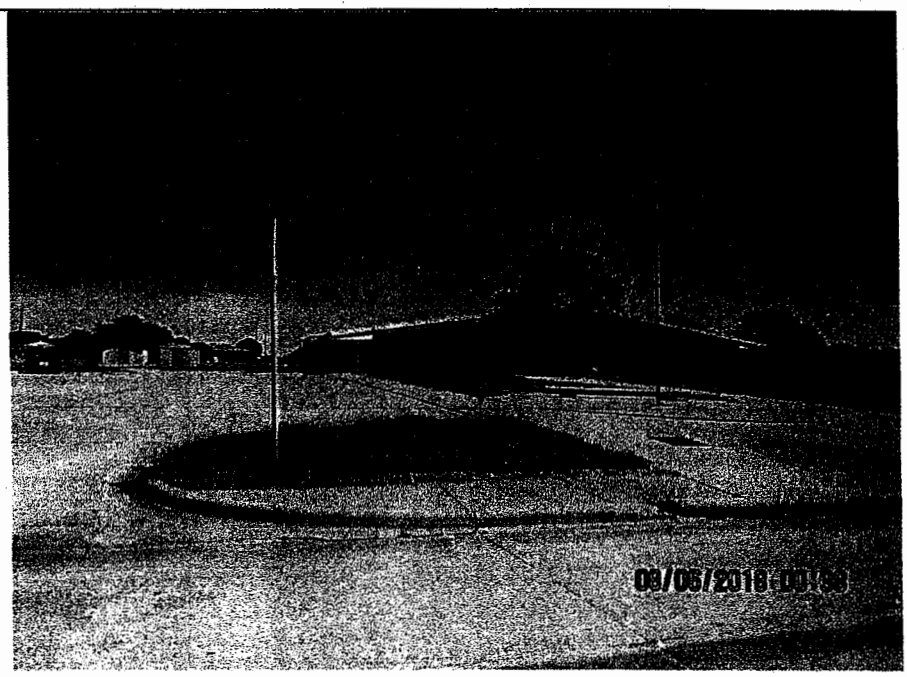
Appraisal Property Record Card 1 of 1

Data provided by: Grant Edwards Comanche County Assessor

Account	160082767
Parcel ID	01N11W-02-2-21000-004-0018
Cadastral ID	021000-0040018-00000
Tax Area Code	2
Property Class	5URPL - CITY URBAN RES PLATTED
Owners Name	LAWTON INDEPENDENT SCHOOL DISTRICT #8
Situs	
Neighborhood	521000 - PARK LANE
Legal Description	

PARK LANE BLK 4 LOT 18

Primary Image



Lot Data

Lot Size	x	
Lot Count	1	
Units Buildable	234688	
Non-Ag Acres	5.388	
Topography		
Street Access		
Utilities		
Amenitys		
Value Model	189 PARK LANE (LOT)	
Value Method	Lot	
Base Lot Value	1.00 x 15,000.00 =	15,000
Factor Value	0	
Adjustements	1564.59%	
Lot Value	234,689	

Image Information

Image ID	518033
Image Date	2/25/2020
Name	IMG_0093.JPG
Description	

Marshall & Swift Cost Approach

Marshall Swift Manual Date	10/2018	
Total Building Area	32,080	
Total Base Value	4,858,516	
Modifier Value		
Misc Improvements		
Replacement Cost New	4,858,516	
Phys/Func Depreciation Loss	(3,498,132)	
RCN Less Phys/Func	1,360,384	
Economic Depreciation		
RCNLD (All Sources)	1,360,384	
Depreciated Improvements		
Outbuilding Value		
Total Improvement Value	1,360,384	
Land Value	234,689	
Cost Approach Value	1,595,073	49.72/SqFt

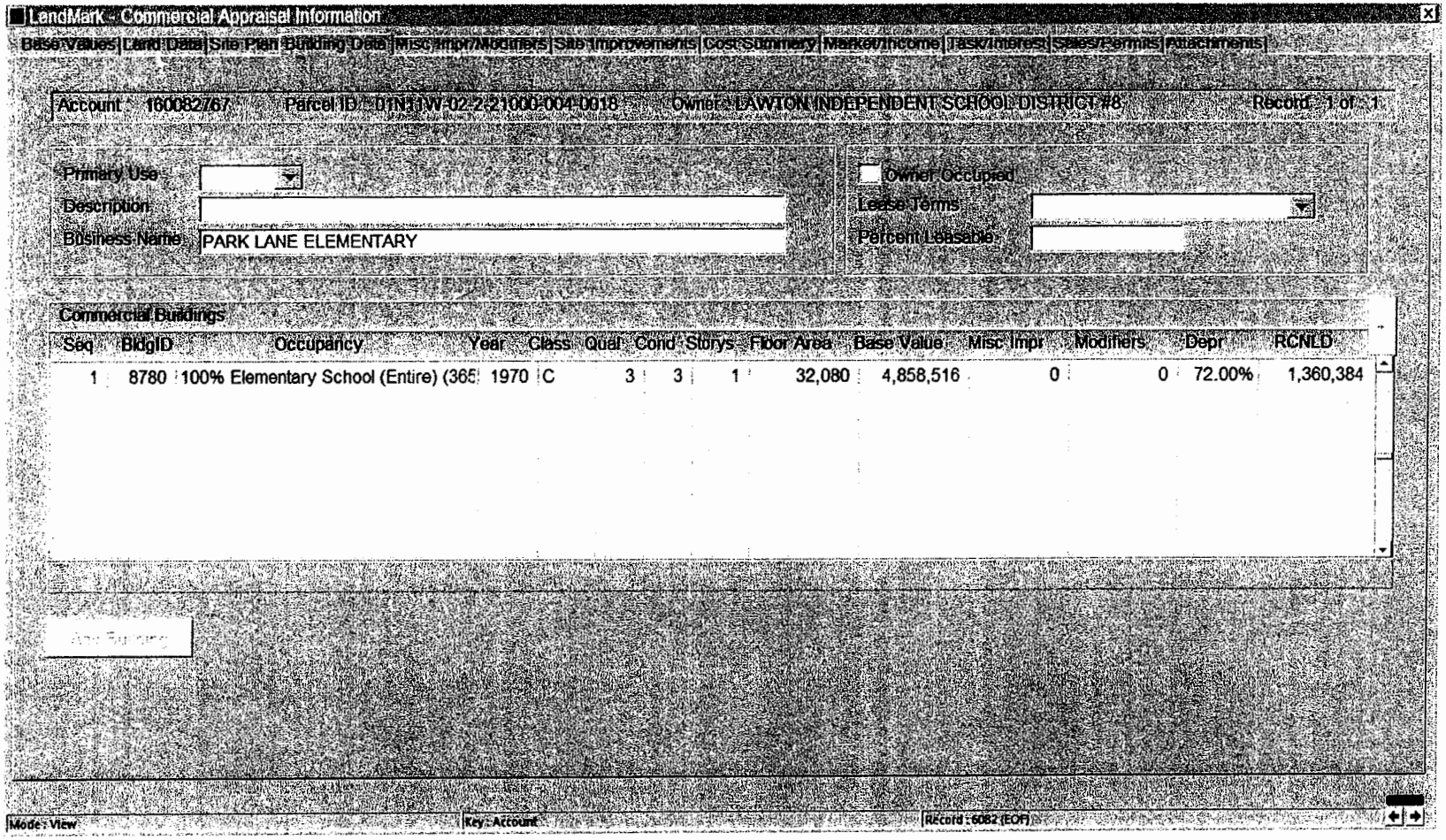
Income Approach

Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	0.00

Value Reconciliation

Selected Valuation Method	Cost Approach	
Total Improvement Value	1,360,384	
Land Value	234,689	
Total Appraised Value	1,595,073	49.72/SqFt

Date Added	User Code	Comments


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Task/Interest | Sales/Permits | Attachments
Account: 160082767 Parcel ID: 01N11W-02-2-21000-004-0018 Owner: LAWTON INDEPENDENT SCHOOL DISTRICT #8 Record: 1 of 1
Primary Use:
Description:
Business Name: PARK LANE ELEMENTARY
Owner Occupied
Lease Terms:
Percent Leasable:
Commercial Buildings
Seq BldgID Occupancy Year Class Qual Cond Storys Floor Area Base Value Misc Impr Modifiers Depr RCNLD
1 8780 100% Elementary School (Entire) (365 1970 C 3 3 1 32,080 4,858,516 0 0 72.00% 1,360,384
Mode: View
Key: Account
Record: 6082 (EOF)

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Exclusive Real Estate Listing Agreement

(FOR SALE ONLY)

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Property Address: 1431 NW 23rd Street, Lawton, OK

Legal Description; STEPHENS BLK 5 LOT 40, Comanche County, Oklahoma

Seller/Owner hereby grant Cummins-Setters Commercial Partners LLC, OK #178409, the exclusive right to sell, market, and offer the real estate described above. This Listing Agreement shall be for 1 year from the date of execution.

In the event that the Seller decides to remove the listing from the market and cancel this listing agreement, the Seller is responsible for the preliminary cost of marketing and any special signage required. If the Broker is unable to sell the said property within the 6-month period, the Seller has no obligation for these marketing costs. Some of the items or methods used to market the property have no actual cost and will be at No Charge to the Seller.

The Listing Agents estimate of these possible costs is $ N/A

Sellers Acknowledgment of these potential costs: Int_____

The Listing Broker will market the property in any and all forms and venues the Broker chooses. Not all advertising and marketing methods will be used on all listings. It is at the Broker discretion to choose the best marketing plan and methods for this property. These methods and any Seller potential costs will be discussed and approved with the Seller prior to the expenditure.

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In the event the said real estate is sold within 180 days after the termination of this exclusive listing contract, or any extension thereof, to any person Broker has offered the property, The Seller agrees to pay said Broker the same commission as outlined above.

Special Conditions:

Seller's Initials ___/___

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Business Name: Swinney Elementary School

Address: 1431 NW 23rd Street, Lawton, OK

Property Size: 3.5 Acres

Building Size: 25,240 SQ FT
3,740 SQ FT Free-Standing Gym

Zoning: P-F, Public Facilities District

Price: $270,000

Listing Expires: One year from date of execution

It is hereby agreed:

Owner: School Property
Phone No: (580) 357-6900
Date 3-10-2020

By:

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Johnny Owens-#084935- Broker Associate

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

Seller's Initials ___/___

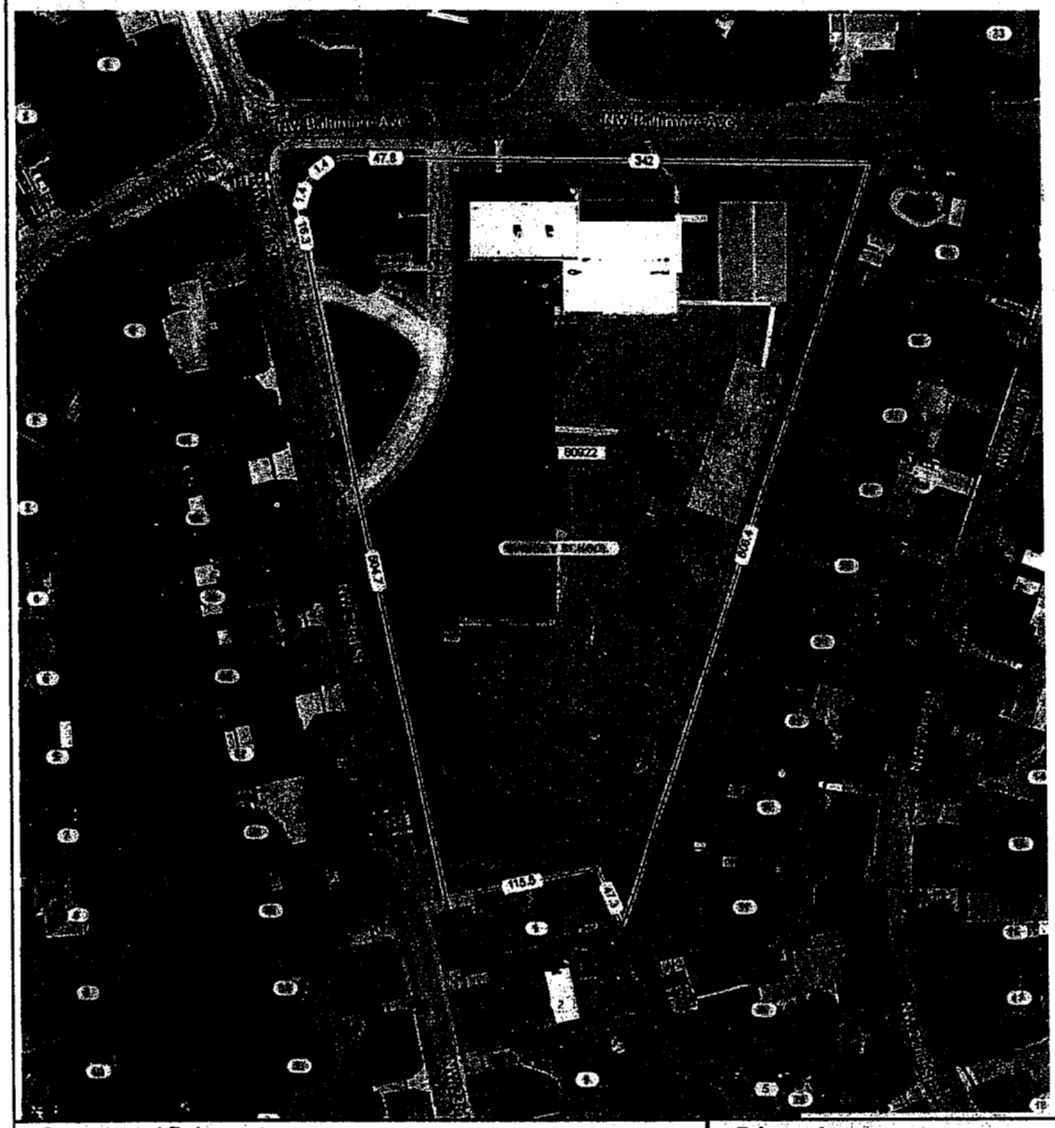
Comanche

Account Data And Map Image

Data provided by Grant Edwards County Assessor

Date 02/25/2020
Time 14:18:53

Map Image



Assessment Data

Account	160080922
Parcel ID	02N12W-23-4-24100-005-0040
Cadastral ID	024100-0050040-00000
Property Type	REAL - Real Property
Property Class	1URPL
Tax Area	2 - 1-8-1LAWTON 100.97
Situs	01431 NW 23RD ST
Subdivision	STEPHENS
Lot/Block	0040 / 0005
Sec/Twn/Rng	23 / 2 / 12 / 4
Neighborhood	524100 - STEPHENS

SCHOOL PROPERTY

Primary Image

Legal Description

STEPHENS BLK 5 LOT 40

Assessed Valuation

Land Value	0	Assessed Value	0
Improvements	0	Assessment Level	11.25%
Mobile Home	0	Penalty Amount	0
Total Value	0	Exemption	0
		Total Taxable	0

Comanche County Assessors Office

02/25/2020
15:06:55

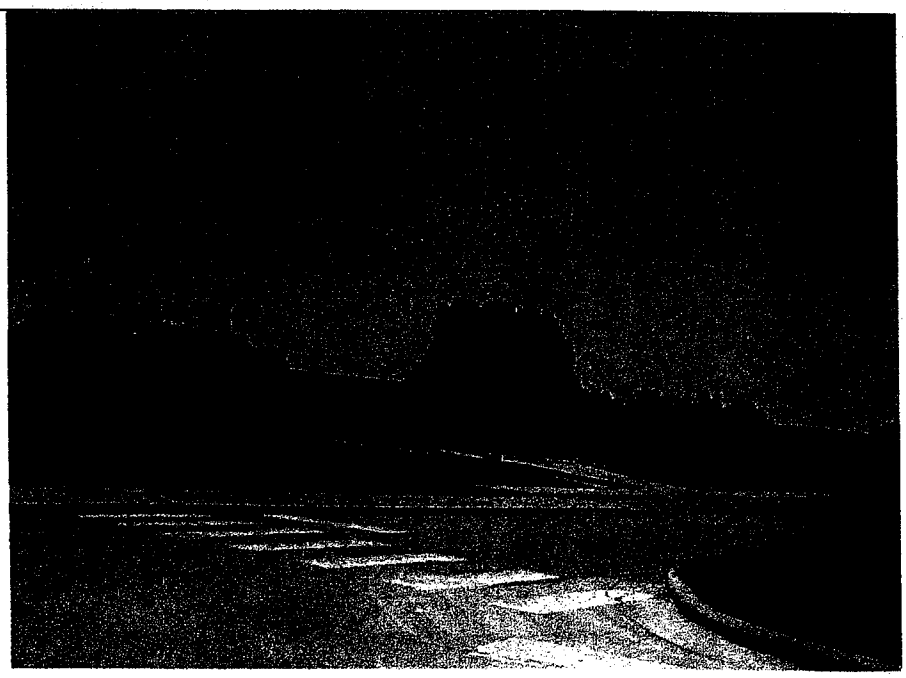
Appraisal Property Record Card 1 of 1

Data provided by: Grant Edwards Comanche County Assessor

Account	160080922
Parcel ID	02N12W-23-4-24100-005-0040
Cadastral ID	024100-0050040-00000
Tax Area Code	2
Property Class	1URPL - SCHOOL URBAN RES PLATTED
Owners Name	SCHOOL PROPERTY
Situs	01431 NW 23RD ST
Neighborhood	524100 - STEPHENS
Legal Description	

STEPHENS BLK 5 LOT 40

Primary Image



Lot Data

Lot Size	x	
Lot Count	1	
Units Buildable	159405	
Non-Ag Acres		
Topography		
Street Access		
Utilities		
Amenitys	SHERIDAN FRONTAGE	
Value Model	215 STEPHENS (LOT)	
Value Method	Lot	
Base Lot Value	1.00 x 15,000.00 =	15,000
Factor Value	0	
Adjustements	1062.7%	
Lot Value	159,405	

Image Information

Image ID	518027
Image Date	2/25/2020
Name	IMG_0134.JPG
Description	

Marshall & Swift Cost Approach

Marshall Swift Manual Date	10/2018	
Total Building Area	28,910	
Total Base Value	4,003,168	
Modifier Value		
Misc Improvements		
Replacement Cost New	4,003,168	
Phys/Func Depreciation Loss	(3,162,503)	
RCN Less Phys/Func	840,665	
Economic Depreciation		
RCNLD (All Sources)	840,665	
Depreciated Improvements		
Outbuilding Value		
Total Improvement Value	840,665	
Land Value	159,405	
Cost Approach Value	1,000,070	34.59/SqFt

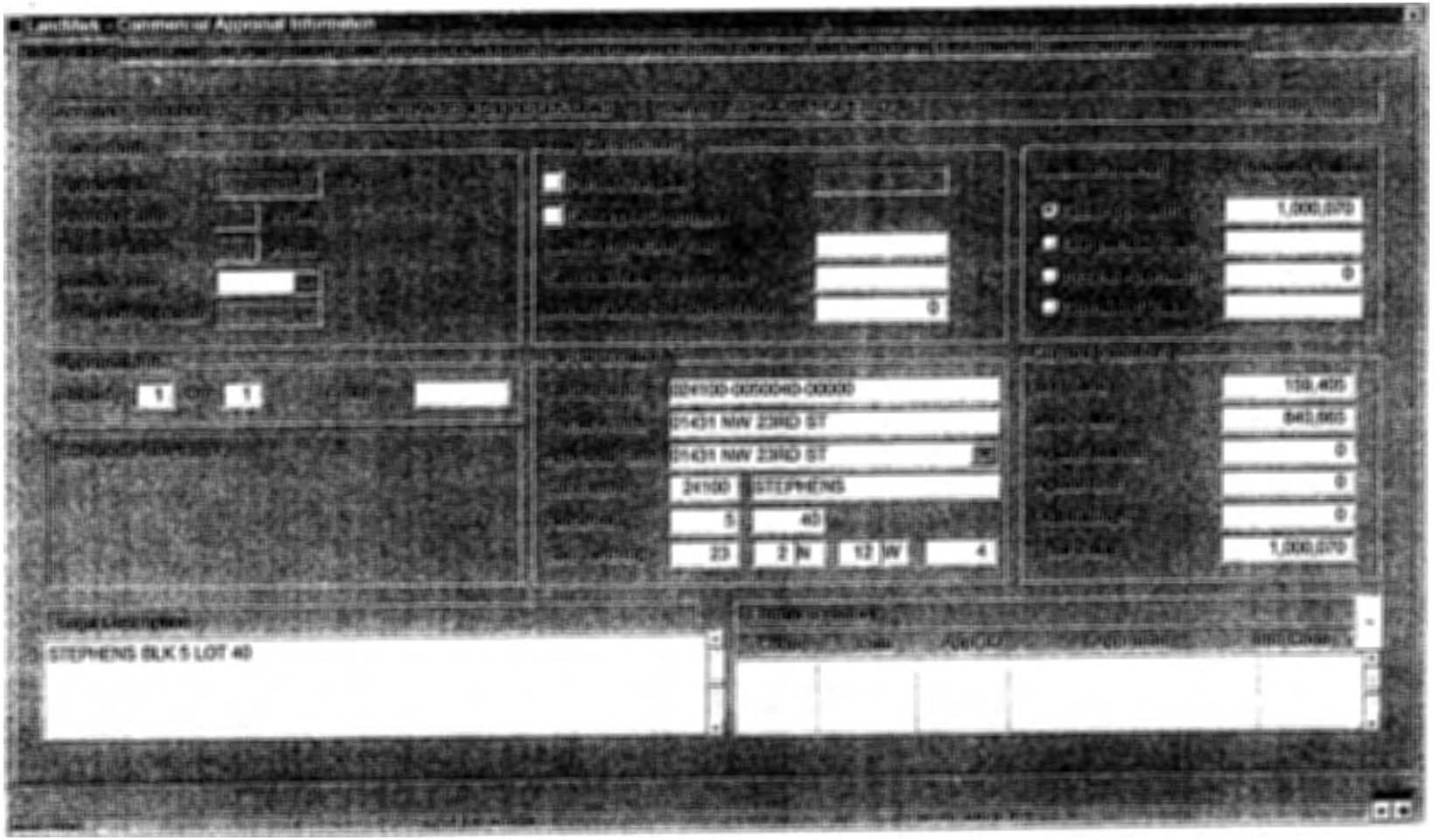
Income Approach

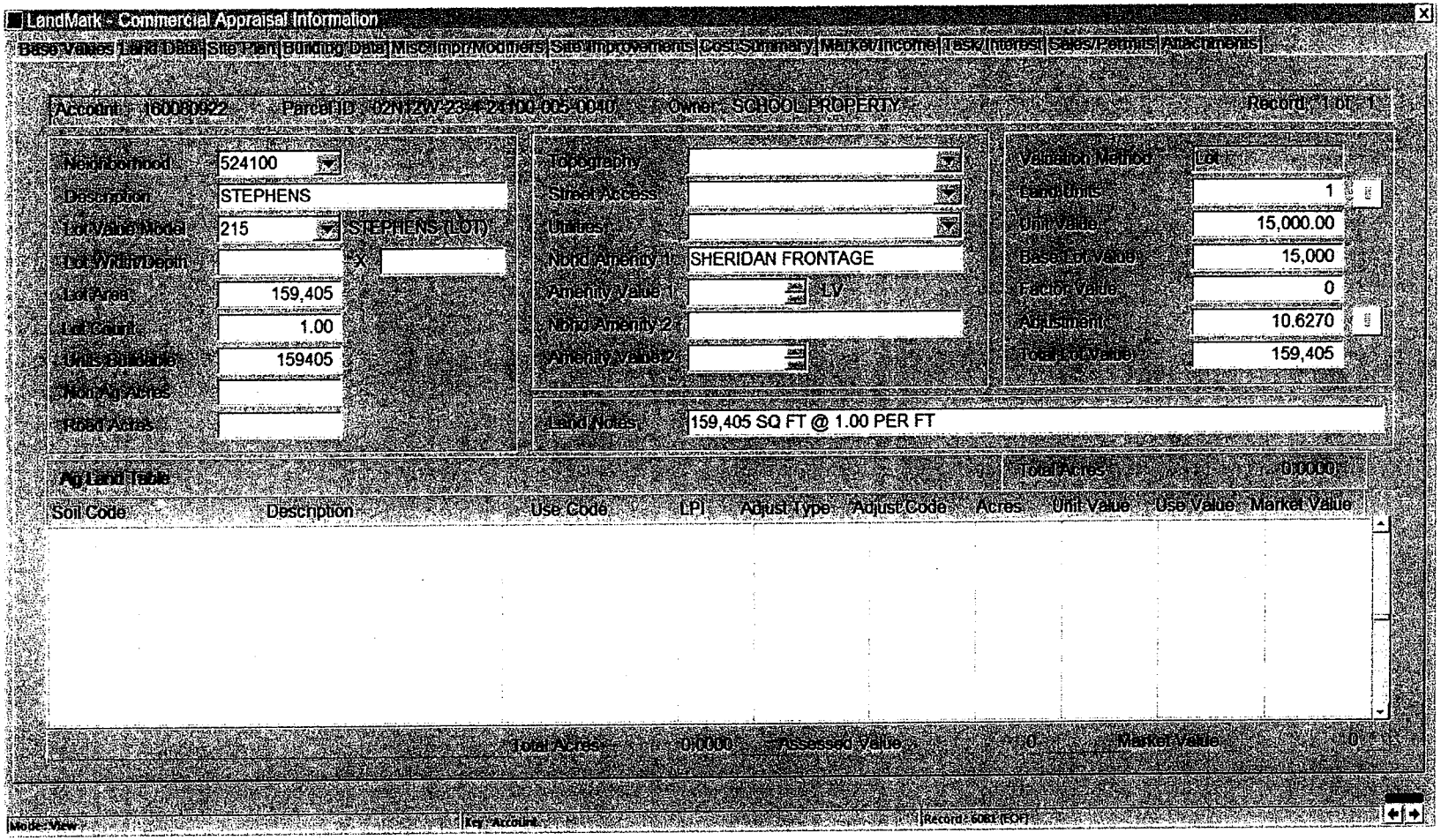
Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	0.00

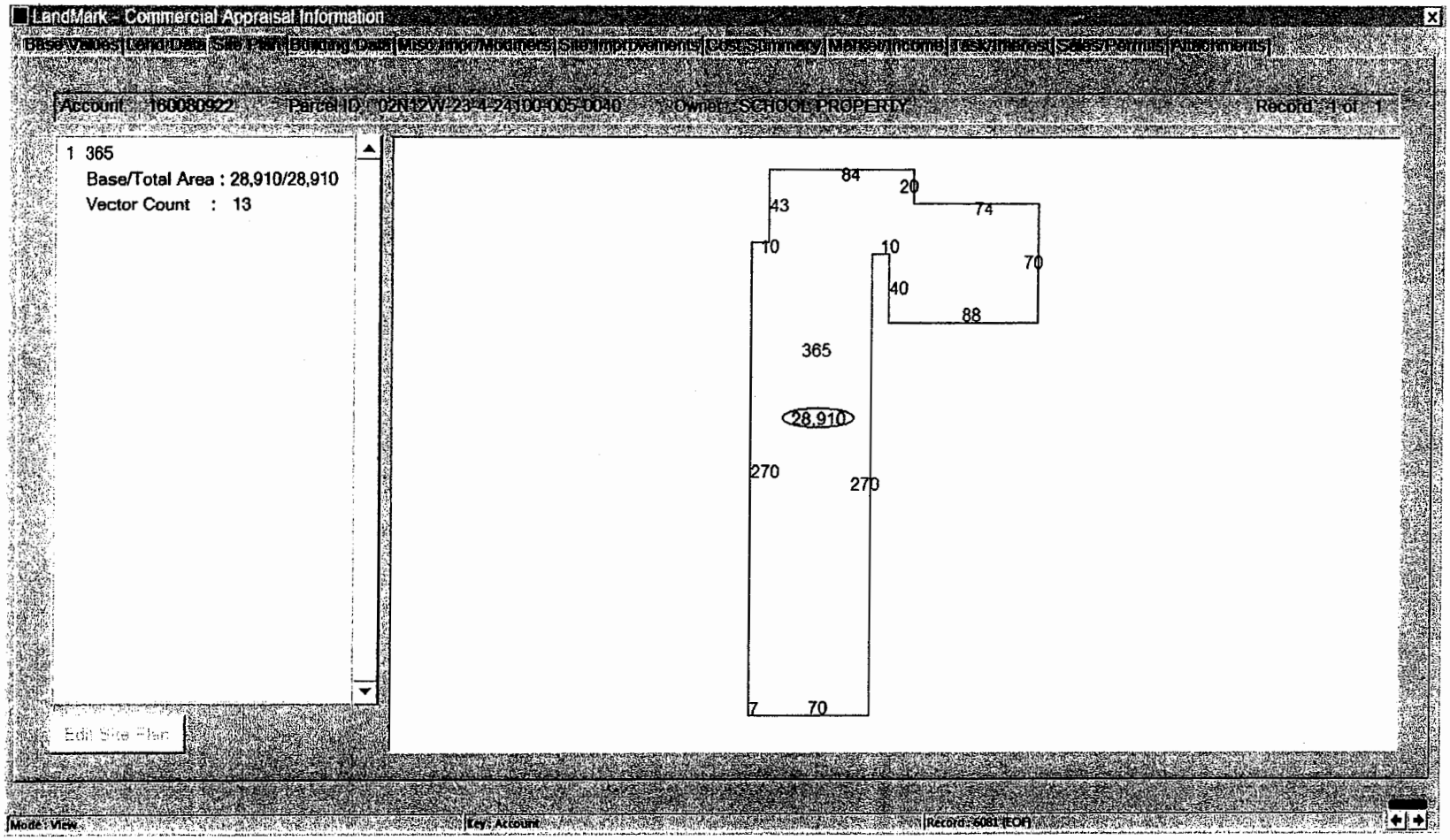
Value Reconciliation

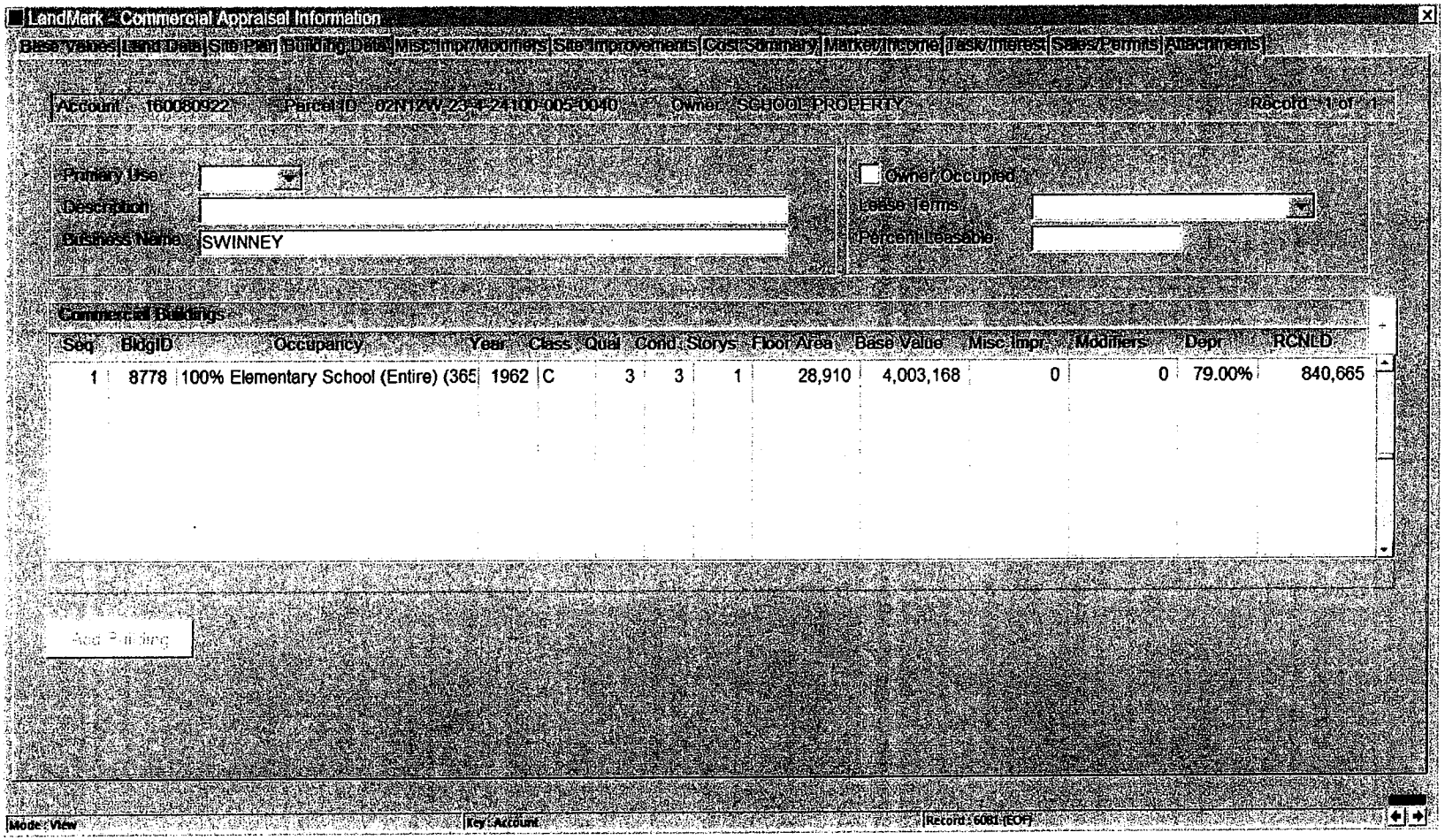
Selected Valuation Method	Cost Approach	
Total Improvement Value	840,665	
Land Value	159,405	
Total Appraised Value	1,000,070	34.59/SqFt

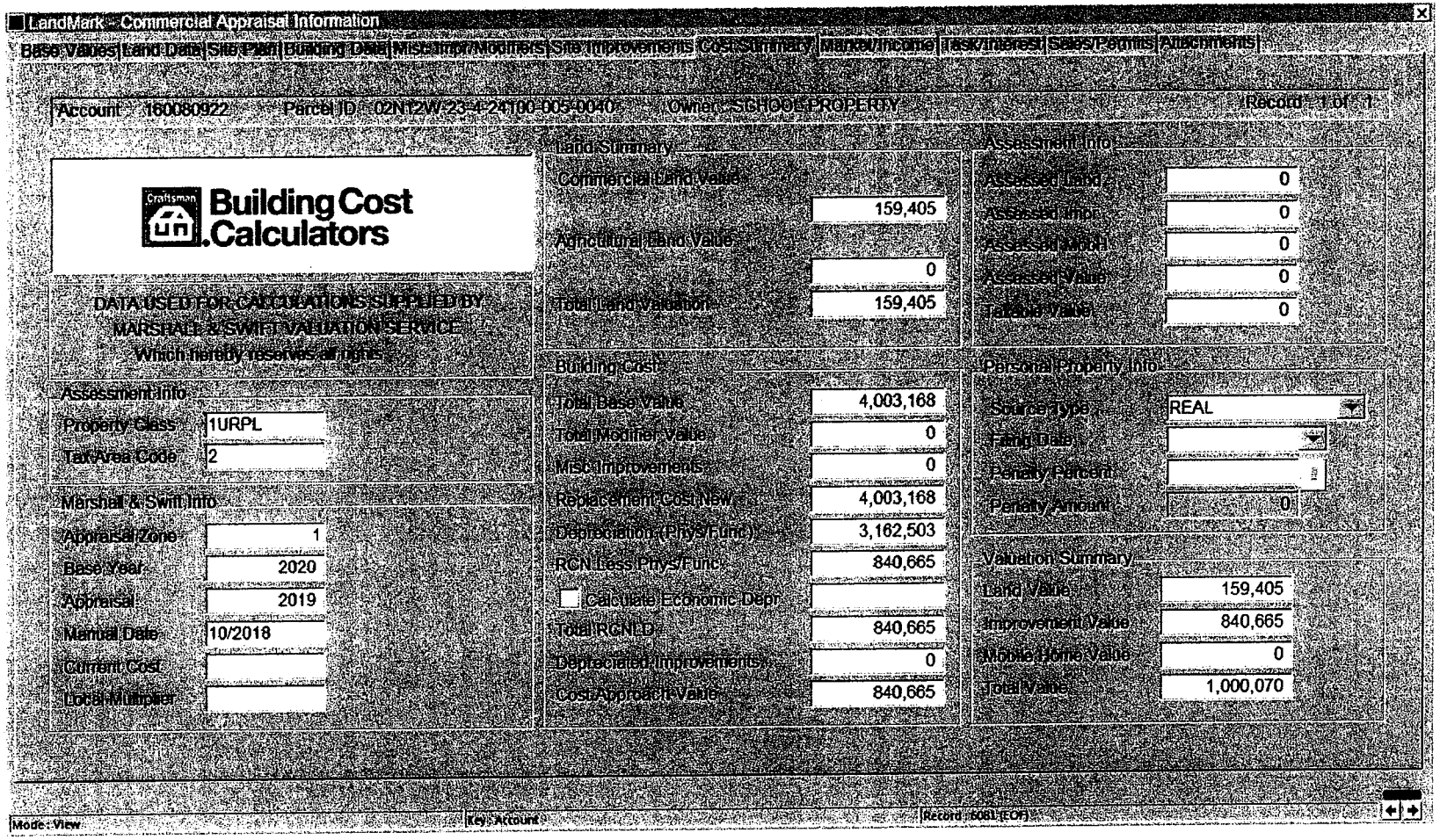
Date Added	User Code	Comments


Commercial Appraisal Information
1,000,070
0
0
1
1
(324100-0070040-00000
01431 NW 23RD ST
01431 NW 23RD ST
24100
STEPHENS
5
40
23
2
N
12
W
4
158,405
841,665
0
0
0
1,000,070
STEPHENS BLK 5 LOT 40


LandMark - Commercial Appraisal Information
Base Values
Land Data
Site Plan
Building Data
Misc Impr/Modifiers
Site Improvements
Cost Summary
Market/Income
Tasp/Interest
Sales/Permits
Attachments
Account: 160080922
Parcel ID: 02N12W-23-4-24100-005-0040
Owner: SCHOOL PROPERTY
Record: 1 of: 1
Neighborhood: 524100
Description: STEPHENS
Lot Value Model: 215
STEPHENS (LOT)
Lot Width/Depth:
Lot Area: 159,405
Lot Count: 1.00
Units Buildable: 159405
Non Ag Acres:
Road Acres:
Topography:
Street Access:
Utilities:
Nbhd Amenity 1: SHERIDAN FRONTAGE
Amenity Value 1:
LV
Nbhd Amenity 2:
Amenity Value 2:
Valuation Method: Lot
Land Units: 1
Unit Value: 15,000.00
Based On Value: 15,000
Factor Value: 0
Adjustment: 10.6270
Total Land Value: 159,405
Land Notes: 159,405 SQ FT @ 1.00 PER FT
Ag Land Table
Total Acres: 0.0000
Soil Code
Description
Use Code
LPI
Adjust Type
Adjust Code
Acres
Unit Value
Use Value
Market Value
Total Acres: 0.0000
Assessed Value: 0
Market Value: 0
Mode: View
Key: Account
Record: 6081 (EOF)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Info | Building Data | Misc/Attachments | Site Improvements | Cost Summary | Market/Income | Task/Memos | Sales/Permits | Attachments
Account: 160080922
Parcel ID: 02N12W23-1-24-00-005-0040
Owner: SCHOOL PROPERTY
Record: 1 of 1
1 365
Base/Total Area : 28,910/28,910
Vector Count : 13
Edit Site Plan
84
20
43
74
10
10
70
40
88
365
28,910
270
270
7
70
Mode: View
Key: Account
Record: 5001 (EOF)


LandMark - Commercial Appraisal Information
Base Values
Land Data
Site Plan
Building Data
Misc Imp/Modifiers
Site Improvements
Cost Summary
Market/Income
Task/Interest
Sales/Permits
Attachments
Account: 160080922
Parcel ID: 02N12W23C 24100 005 0040
Owner: SCHOOL PROPERTY
Record: 1 of 1
Primary Use:
Description:
Business Name: SWINNEY
Owner Occupied
Lease Terms:
Percent Leasable:
Commercial Buildings
Seq
BldgID
Occupancy
Year
Class
Qual
Cond
Storys
Floor Area
Base Value
Misc Impr
Modifiers
Depr
RCNLD
1
8778
100% Elementary School (Entire) (365
1962
C
3
3
1
28,910
4,003,168
0
0
79.00%
840,665
Add Building
Mode: View
Key: Account
Record: 6081 (EOF)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Imp/Modifiers | Site Improvements | Cost Summary | Market/Income | Desk/Interest | Sales/Permits | Attachments
Account 160080922 Parcel ID 02N12W-23-4-24100-005-0040 Owner SCHOOL PROPERTY Record 1 of 1
Craftsman Building Cost .Calculators
DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT VALUATION SERVICE Which hereby reserves all rights
Assessment Info
Property Class 1URPL
Tax Area Code 2
Marshall & Swift Info
Appraisal Zone 1
Base Year 2020
Appraisal 2019
Manual Date 10/2018
Current Cost
Local Multiplier
Land Summary
Commercial Land Value 159,405
Agricultural Land Value 0
Total Land Valuation 159,405
Building Cost
Total Base Value 4,003,168
Total Modified Value 0
Misc Improvements 0
Replacement Cost New 4,003,168
Depreciation (Phys/Func) 3,162,503
RCN Less Phys/Func 840,665
Calculate Economic Depr
Total RCNLD 840,665
Depreciated Improvements 0
Cost Approach Value 840,665
Assessment Info
Assessed Land 0
Assessed Imp 0
Assessed Mobh 0
Assessed Value 0
Taxable Value 0
Personal Property Info
Source Type REAL
Filing Date
Penalty Percent
Penalty Amount 0
Valuation Summary
Land Value 159,405
Improvement Value 840,665
Mobile Home Value 0
Total Value 1,000,070
Mode : View
Key : Account
Record: 8081 (EOF)

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Exclusive Real Estate Listing Agreement

(FOR SALE ONLY)

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Property Address: 1701 NW Taft Avenue, Lawton, OK

Legal Description; LAWTON HEIGHTS BLK 47, Comanche County, Oklahoma

Seller/Owner hereby grant Cummins-Setters Commercial Partners LLC, OK #178409, the exclusive right to sell, market, and offer the real estate described above. This Listing Agreement shall be for 1 year from the date of execution.

In the event that the Seller decides to remove the listing from the market and cancel this listing agreement, the Seller is responsible for the preliminary cost of marketing and any special signage required. If the Broker is unable to sell the said property within the 6-month period, the Seller has no obligation for these marketing costs. Some of the items or methods used to market the property have no actual cost and will be at No Charge to the Seller.

The Listing Agents estimate of these possible costs is $ N/A

Sellers Acknowledgment of these potential costs: Int_____

The Listing Broker will market the property in any and all forms and venues the Broker chooses. Not all advertising and marketing methods will be used on all listings. It is at the Broker discretion to choose the best marketing plan and methods for this property. These methods and any Seller potential costs will be discussed and approved with the Seller prior to the expenditure.

If the Broker brings a "Bona Fide" offer from a willing and able Buyer and an agreed to Purchase/Sale Agreement is executed, and escrow closed, the Seller agrees to pay the Listing Broker a commission of 4% of the selling price. If another Broker is involved in either side, seller agrees to pay the listing Broker 5% of selling price. The Listing Broker may also choose to share or split the commission earned with a Co-Operating Broker. Any Co-Operating Broker fees with be handled in a separate Co-Broker Agreement completed between the Brokers.

In the event the said real estate is sold within 180 days after the termination of this exclusive listing contract, or any extension thereof, to any person Broker has offered the property, The Seller agrees to pay said Broker the same commission as outlined above.

Special Conditions:

Reserve: Comanche Nation Tribe

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Business Name: Taft Elementary School

Address: 1701 NW Taft Avenue, Lawton, OK

Property Size: 2.78 Acres

Building Size: 34,350 SQ FT

Zoning: P-F, Public Facilities District

Price: $292,000

Listing Expires: One year from date of execution

It is hereby agreed:

Owner: Board of Education
Phone No: (580) 357-6900

Date: 3-10-2020

By:

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Johnny Owens-#084935- Broker Associate

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

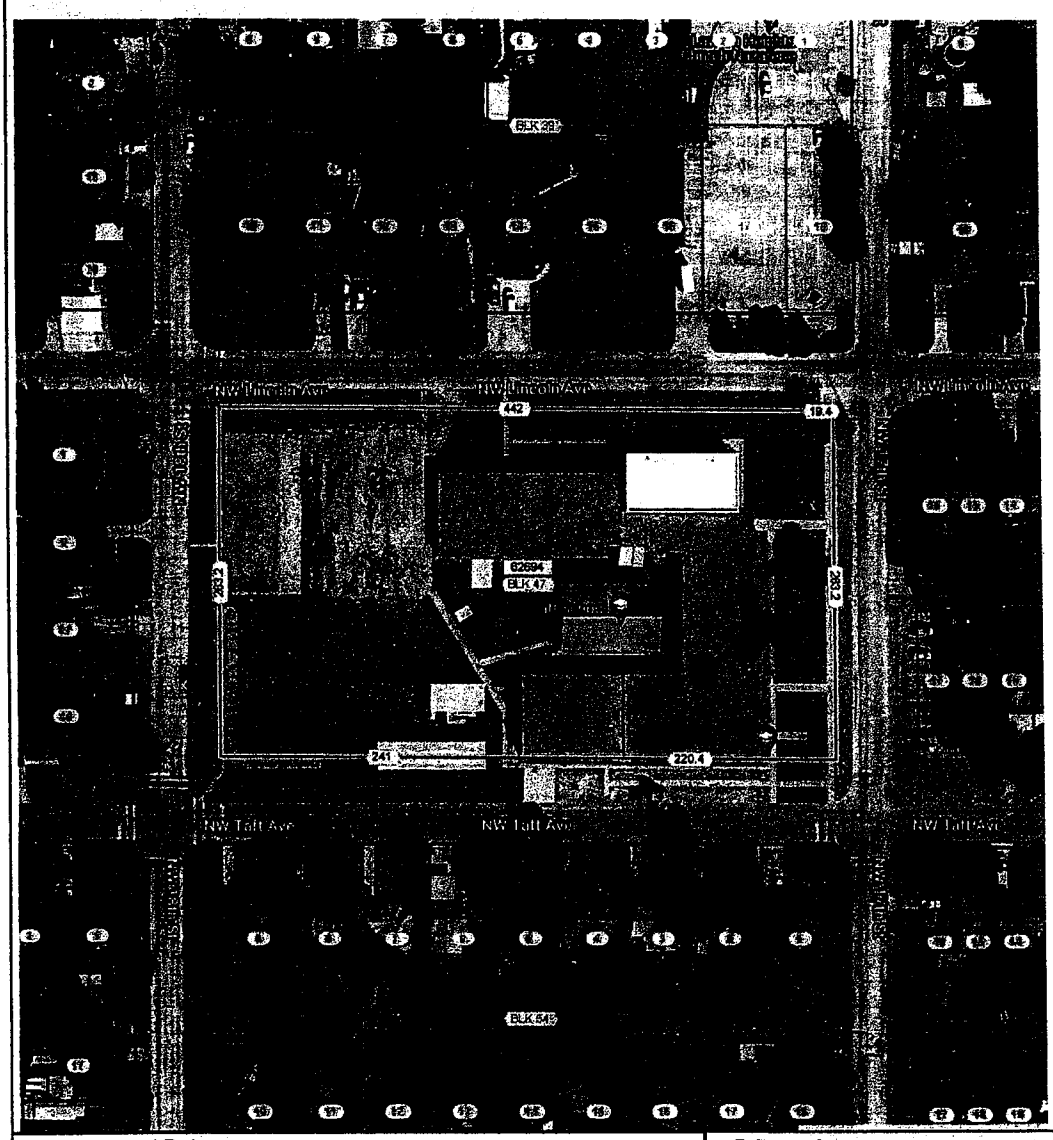
Comanche

Account Data And Map Image

Data provided by Grant Edwards County Assessor

Date 02/25/2020
Time 14:26:09

Map Image



Assessment Data

Account	160082694
Parcel ID	02N12W-24-4-18400-047-0000
Cadastral ID	018400-0470000-00000
Property Type	REAL - Real Property
Property Class	1UCPL
Tax Area	2 - 1-8-1LAWTON 100.97
Situs	01701 NW TAFT AVE
Subdivision	LAWTON HEIGHTS
Lot/Block	/ 0047
Sec/Twn/Rng	24 / 2 / 12 / 4
Neighborhood	88877 - COMMERCIAL SECONDARY LOCATION YR 2 BOARD OF EDUCATION

Primary Image

Legal Description

LAWTON HEIGHTS BLK 47

Assessed Valuation

Land Value	0	Assessed Value	0
Improvements	0	Assessment Level	11.25%
Mobile Home	0	Penalty Amount	0
Total Value	0	Exemption	0
		Total Taxable	0

Comanche County Assessors Office

02/25/2020
14:44:49

Appraisal Property Record Card 1 of 1

Data provided by: Grant Edwards Comanche County Assessor

Account	160082694
Parcel ID	02N12W-24-4-18400-047-0000
Cadastral ID	018400-0470000-00000
Tax Area Code	2
Property Class	1UCPL - SCHOOL URBAN COMM PLATTED
Owners Name	BOARD OF EDUCATION
Situs	01701 NW TAFT AVE
Neighborhood	88877 - COMMERCIAL SECONDARY LOCATION YR 2
Legal Description	

LAWTON HEIGHTS BLK 47

Primary Image

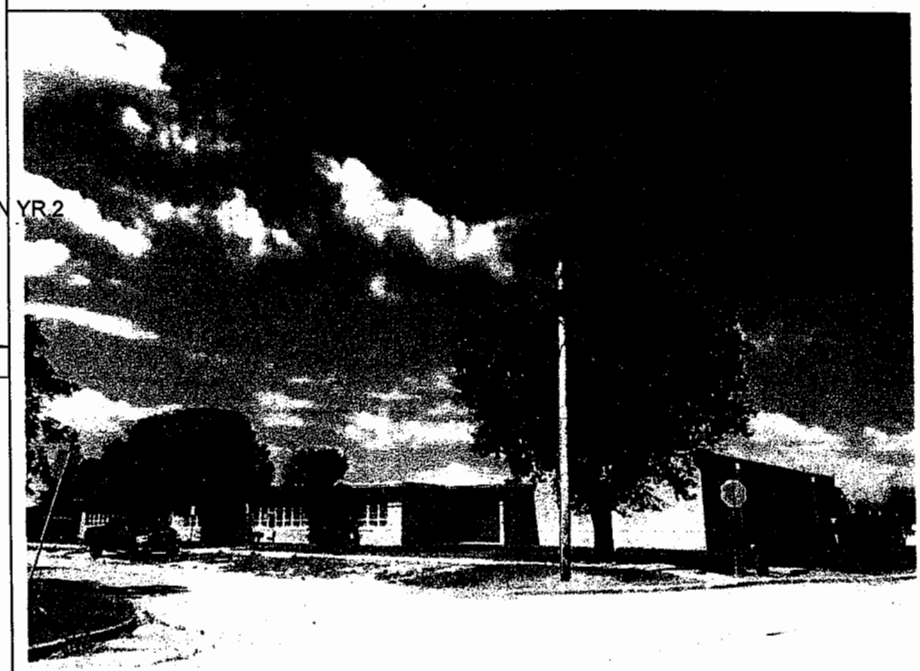


Image Information

Image ID	499843
Image Date	6/26/2019
Name	DSCN0176.JPG
Description	\\tsclient\F\DCIM\100NIKON\DSCN0176.JPG

Lot Data

Lot Size	461.2 x 263.02	
Lot Count	0	
Units Buildable	0	
Non-Ag Acres	0	
Topography		
Street Access		
Utilities		
Amenitys	LAND LOCAT	0
		0
Value Model	446 COMMERCIAL SECONDARY LOCAT (SQUARE FOOT)	
Value Method	Square-Foot	
Base Lot Value	121,304.82 x 1.00 =	121,305
Factor Value	0	
Adjustements		
Lot Value	121,305	

Marshall & Swift Cost Approach

Marshall Swift Manual Date	10/2018	
Total Building Area	38,944	
Total Base Value	5,349,137	
Modifier Value		
Misc Improvements		
Replacement Cost New	5,349,137	
Phys/Func Depreciation Loss	(4,230,795)	
RCN Less Phys/Func	1,118,342	
Economic Depreciation		
RCNLD (All Sources)	1,118,342	
Depreciated Improvements		
Outbuilding Value	26,185	
Total Improvement Value	1,144,527	
Land Value	121,305	
Cost Approach Value	1,265,832	32.50/SqFt

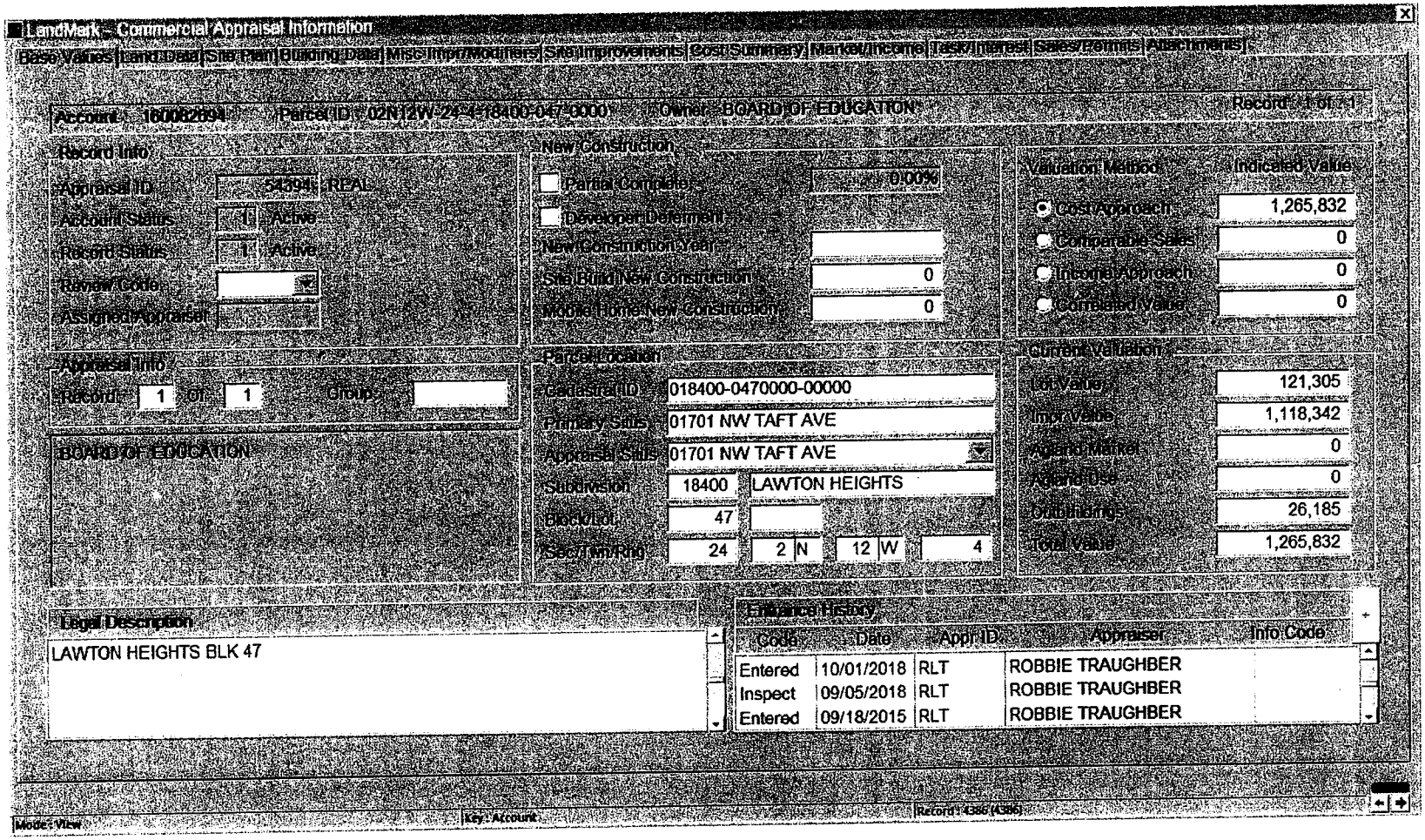
Income Approach

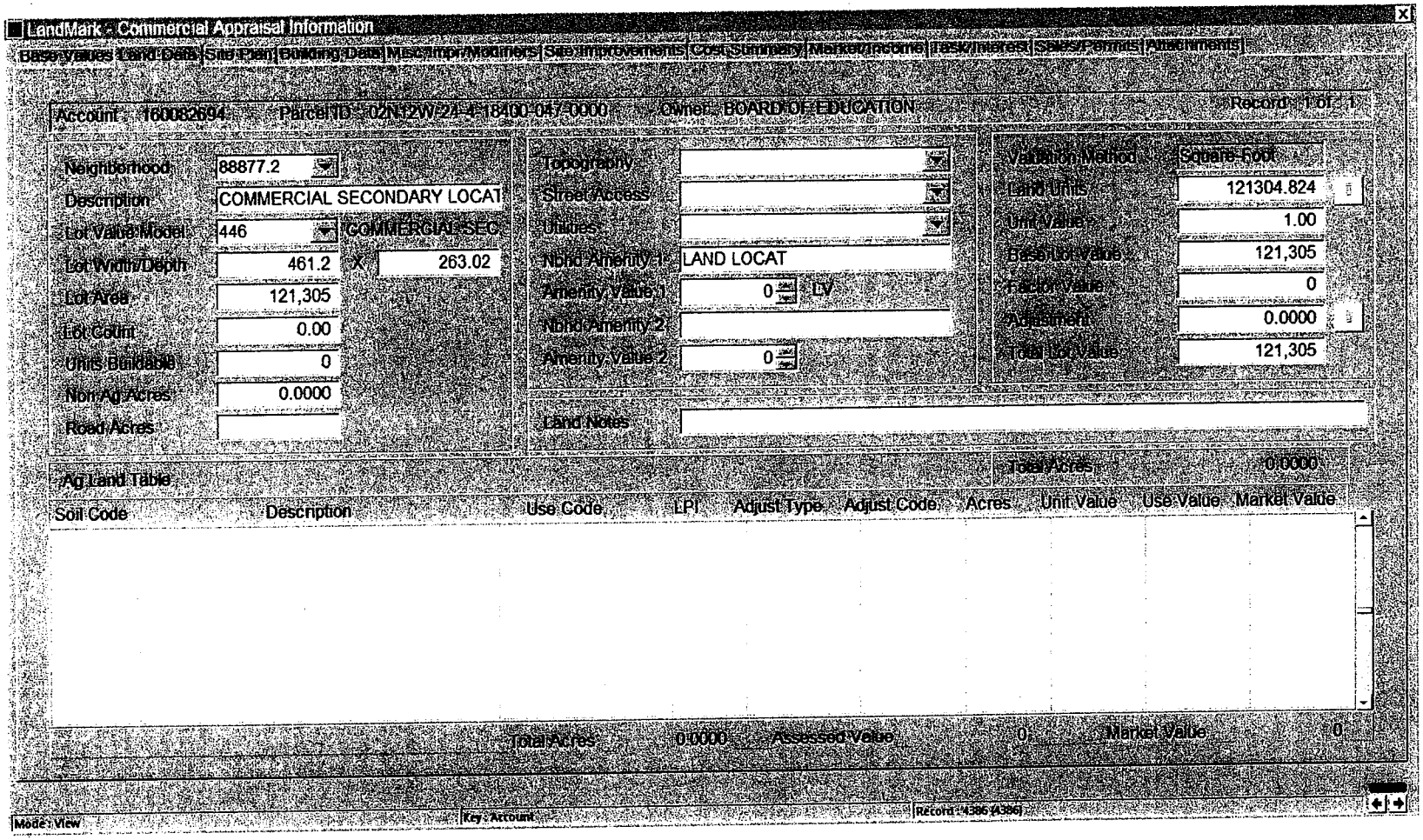
Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	0.00

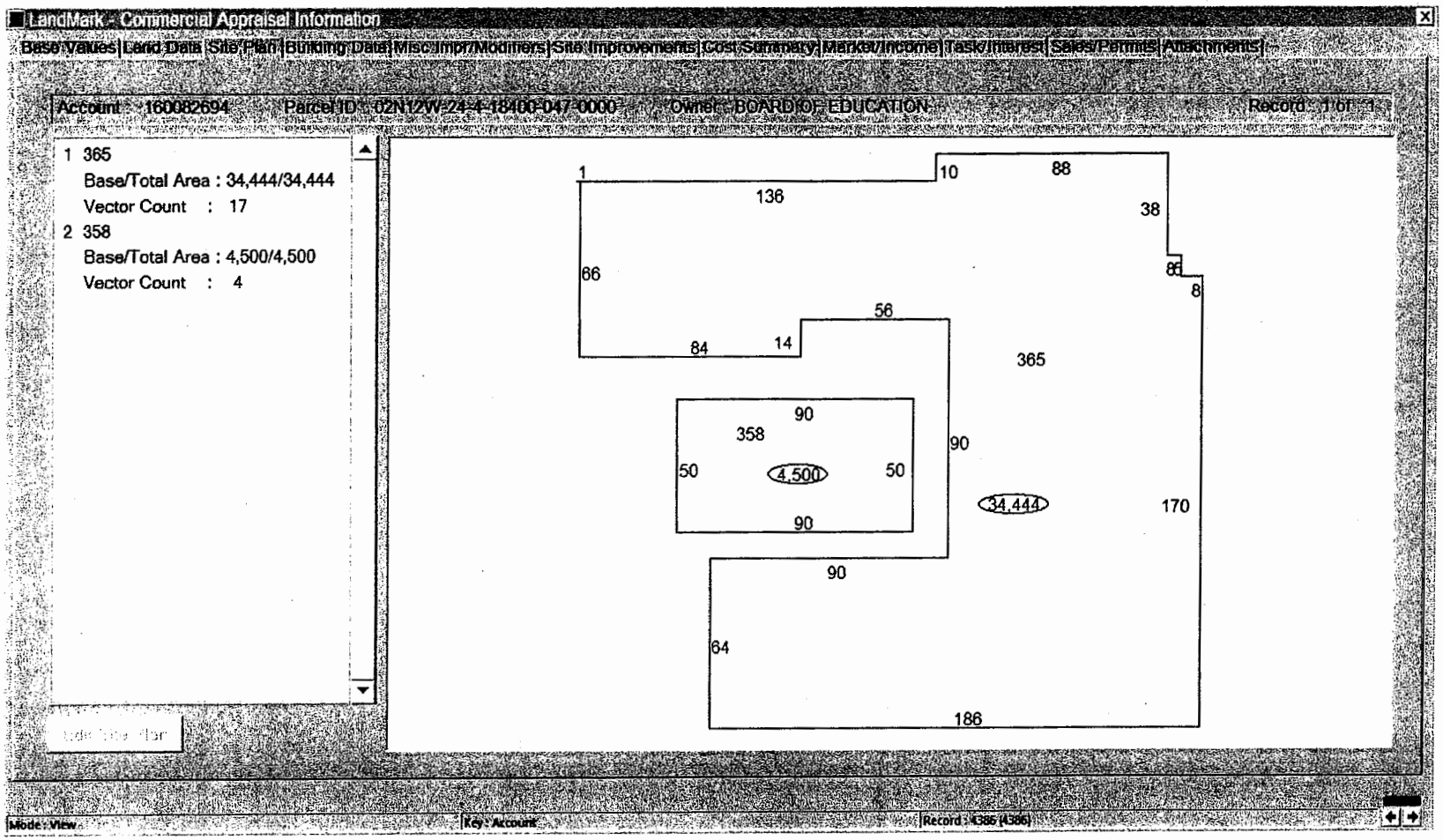
Value Reconciliation

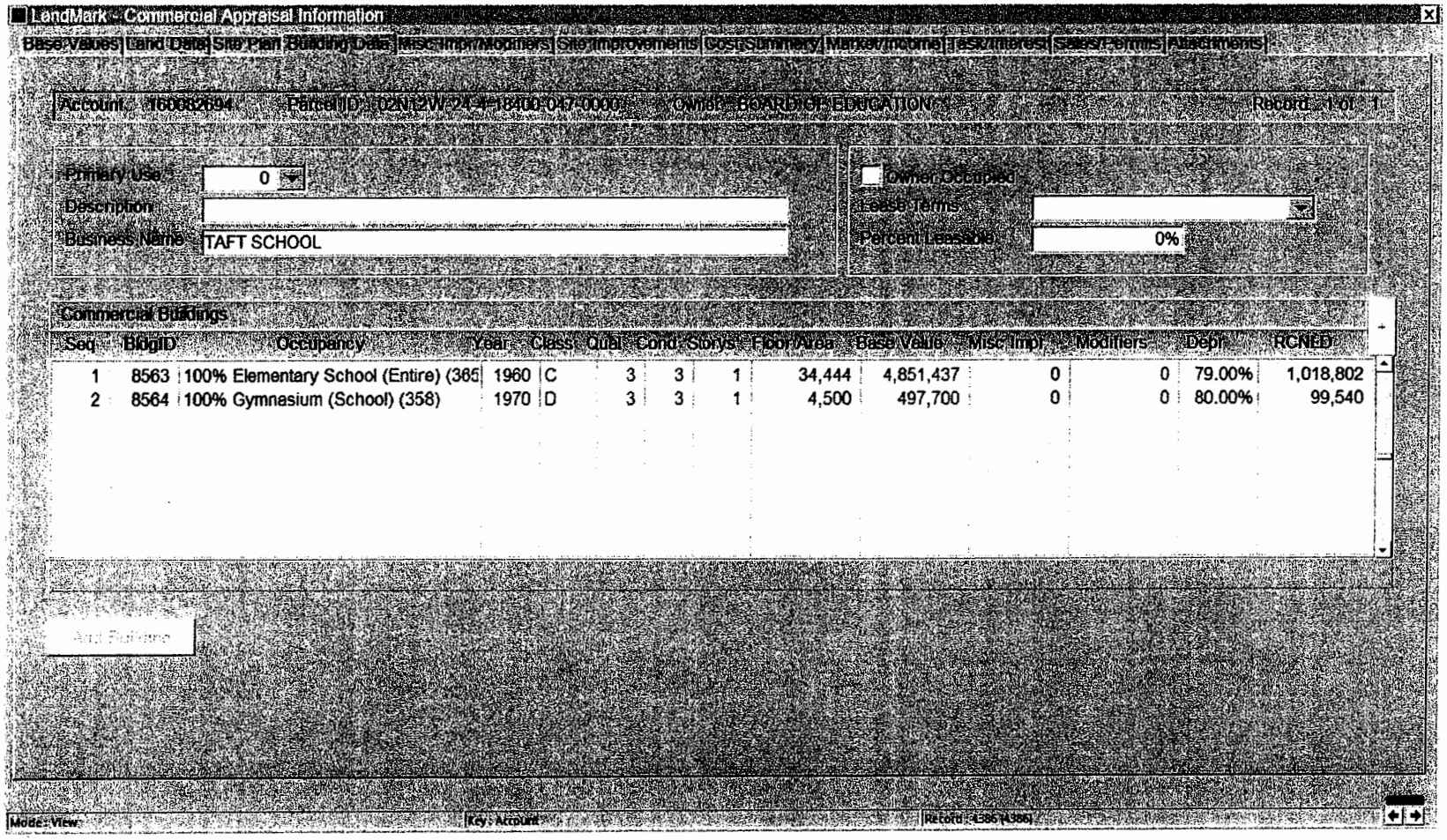
Selected Valuation Method	Cost Approach	
Total Improvement Value	1,144,527	
Land Value	121,305	
Total Appraised Value	1,265,832	32.50/SqFt

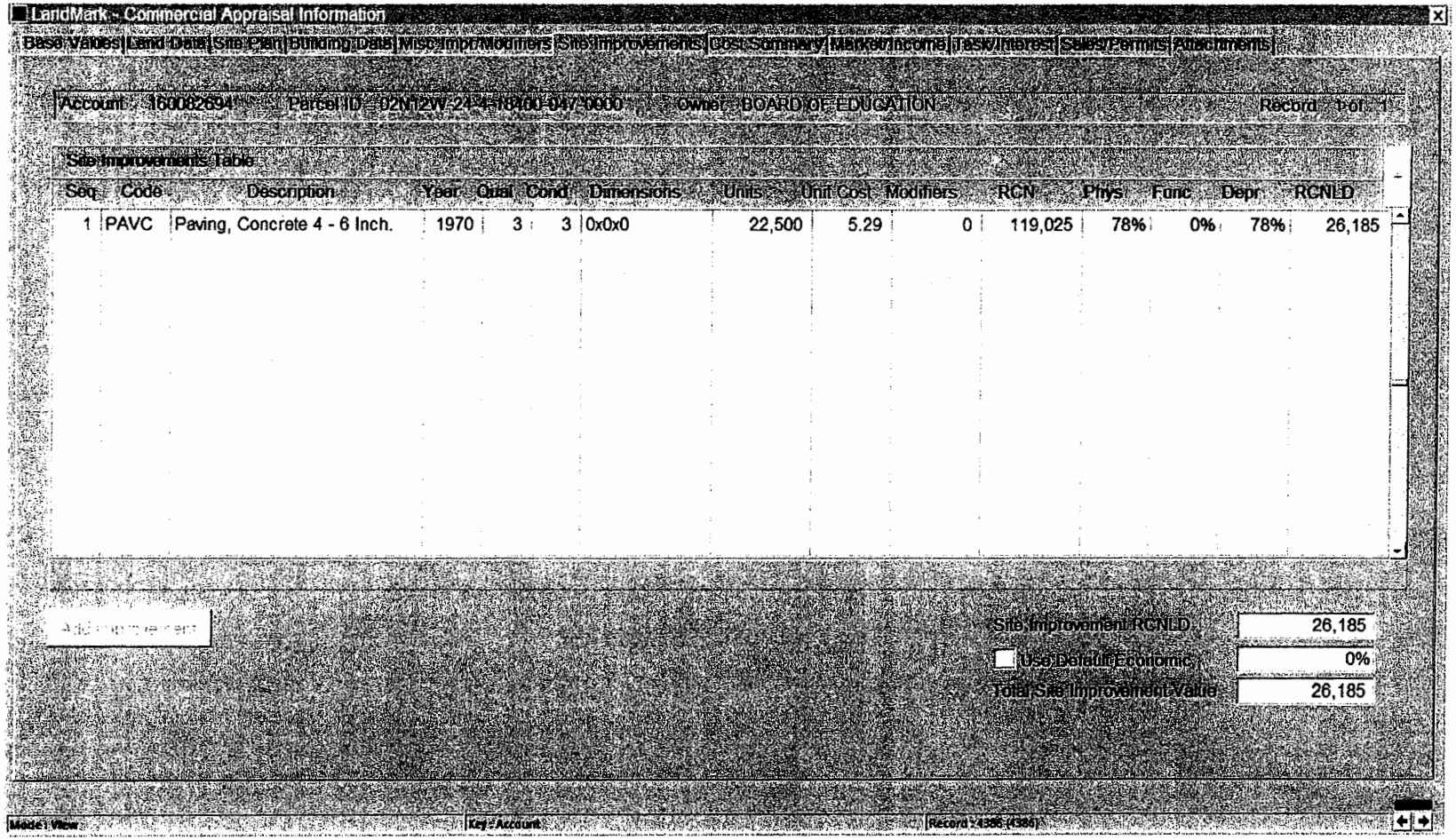
Date Added	User Code	Comments

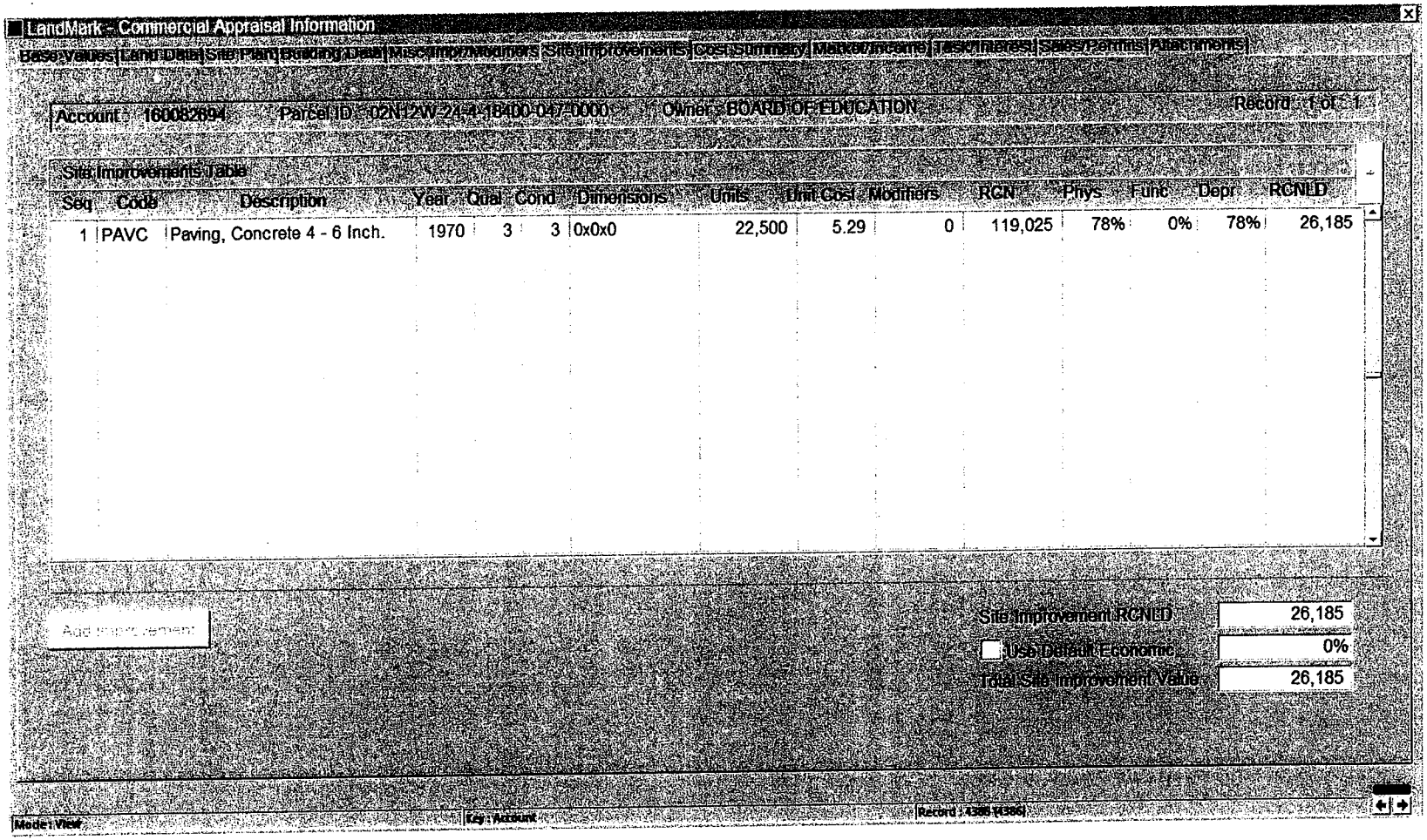

LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Taxes/Interest | Sales/Comps | Attachments
Account: 160062894 Parcel ID: 02N12W-24-4-18400-047-0000 Owner: BOARD OF EDUCATION Record: 1 of 1
Record Info
Appraisal ID: 54394 REAL
Account Status: 1 Active
Record Status: 1 Active
Renew Code:
Assigned Appraiser:
New Construction
Partial Completion: 0.00%
Developer Deferment:
New Construction Year:
Site Build New Construction: 0
Modular Home New Construction: 0
Valuation Method: Indicated Value
Cost Approach: 1,265,832
Comparable Sales: 0
Income Approach: 0
Correlated Value: 0
Appraisal Info
Record: 1 of 1 Group:
BOARD OF EDUCATION
Parcel Location
Cadastral ID: 018400-0470000-00000
Primary Situs: 01701 NW TAFT AVE
Appraisal Situs: 01701 NW TAFT AVE
Subdivision: 18400 LAWTON HEIGHTS
Block/Lot: 47
Sec/Twn/Rng: 24 2 N 12 W 4
Current Valuation
Lot Value: 121,305
Impr Value: 1,118,342
Agland Market: 0
Agland Use: 0
Dmtl Value: 26,185
Total Value: 1,265,832
Legal Description
LAWTON HEIGHTS BLK 47
Enhance History
Code | Date | Appr ID | Appraiser | Info Code
Entered | 10/01/2018 | RLT | ROBBIE TRAUGHBER
Inspect | 09/05/2018 | RLT | ROBBIE TRAUGHBER
Entered | 09/18/2015 | RLT | ROBBIE TRAUGHBER
Mode: View
Key: Account
Record: 4386 (4386)

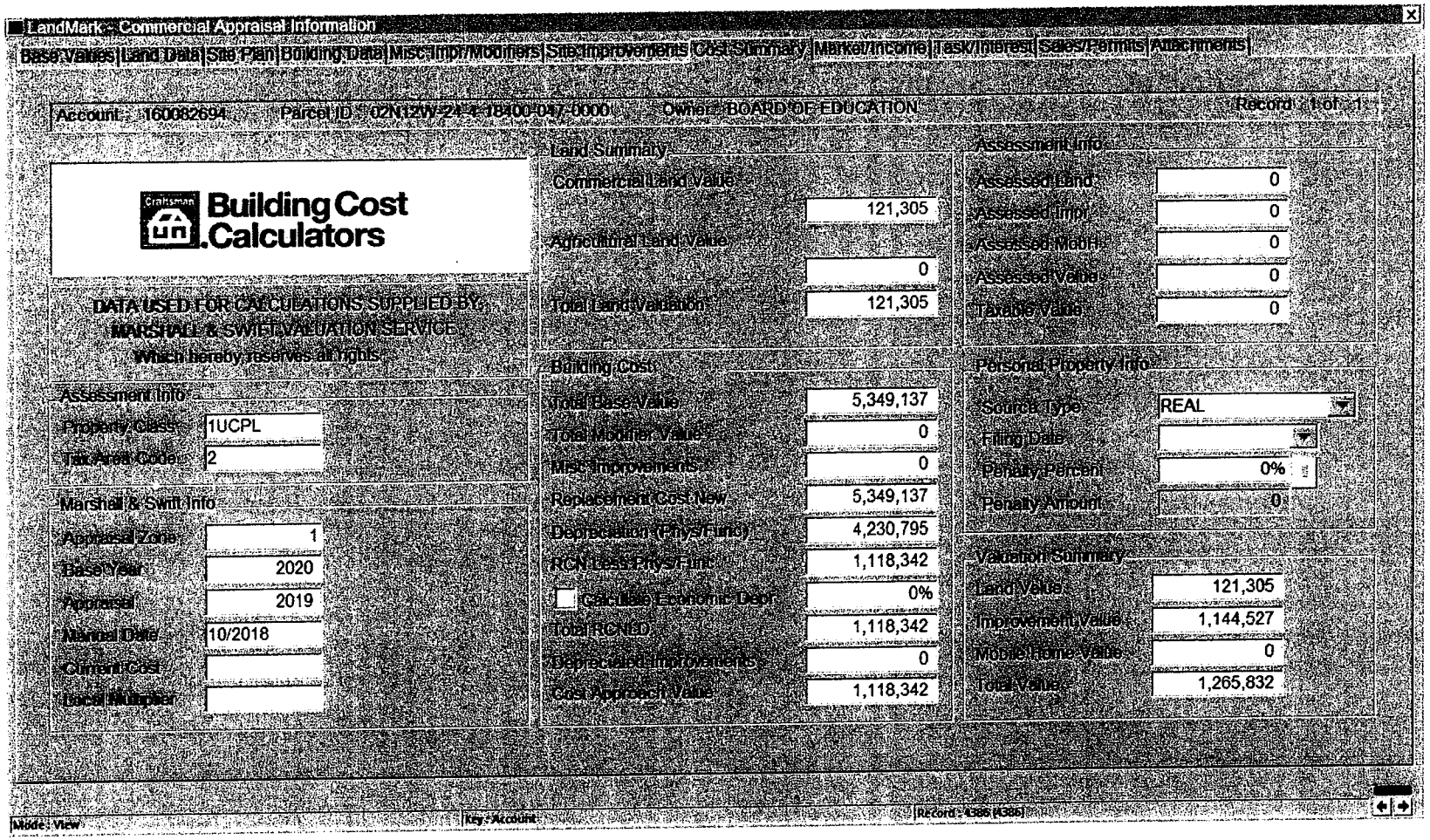

LandMark - Commercial Appraisal Information
Base Values
Land Data
Site Plan
Building Data
Misc Impr/Modifiers
Site Improvements
Cost Summary
Market/Income
Tax/Interest
Sales/Permits
Attachments
Account: 160082694
Parcel ID: 02N12W-24-4-18400-047-0000
Owner: BOARD OF EDUCATION
Record: 1 of 1
Neighborhood: 88877.2
Description: COMMERCIAL SECONDARY LOCAT
Lot Value Model: 446 COMMERCIAL SEC
Lot Width/Depth: 461.2 X 263.02
Lot Area: 121,305
Lot Count: 0.00
Units Buildable: 0
Non-Ag Acres: 0.0000
Road Acres:
Topography:
Street Access:
Utilities:
Nbhd Amenity 1: LAND LOCAT
Amenity Value 1: 0 LV
Nbhd Amenity 2:
Amenity Value 2: 0
Land Notes:
Valuation Method: Square Foot
Land Units: 121304.824
Unit Value: 1.00
Base Lot Value: 121,305
Factor Value: 0
Adjustment: 0.0000
Total Lot Value: 121,305
Ag Land Table
Total Acres: 0.0000
Soil Code
Description
Use Code
LPI
Adjust Type
Adjust Code
Acres
Unit Value
Use Value
Market Value
Total Acres: 0.0000
Assessed Value: 0
Market Value: 0
Mode: View
Key: Account
Record: 4386 (4386)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modmers | Site Improvements | Cost Summary | Market/Income | Task/Interest | Sales/Permits | Attachments
Account: 160082694
Parcel ID: 02N12W-24-4-18400-047-0000
Owner: BOARD OF EDUCATION
Record: 1 of 1
1 365
Base/Total Area : 34,444/34,444
Vector Count : 17
2 358
Base/Total Area : 4,500/4,500
Vector Count : 4
1
10
88
136
38
66
86
8
56
84
14
365
90
358
90
50
4,500
50
34,444
170
90
90
64
186
Mode: View
Key: Account
Record: 4386 (4386)


LandMark - Commercial Appraisal Information
Base Values
Land Data
Site Plan
Building Data
Misc Imp/Modifiers
Site Improvements
Cost Summary
Market/Income
Test/Interest
Sales/Permits
Attachments
Account: 160082694
Parcel ID: 02N12W-24-4-18400-047-0000
Owner: BOARD OF EDUCATION
Record: 1 of 1
Primary Use: 0
Description:
Business Name: TAFT SCHOOL
Owner Occupied
Lease Terms:
Percent Leased: 0%
Commercial Buildings
Seq
BldgID
Occupancy
Year
Class
Qual
Cond
Storys
Floor Area
Base Value
Misc Imp
Modifiers
Depr
RCNLD
1 8563 100% Elementary School (Entire) (365 1960 C 3 3 1 34,444 4,851,437 0 0 79.00% 1,018,802
2 8564 100% Gymnasium (School) (358) 1970 D 3 3 1 4,500 497,700 0 0 80.00% 99,540
Add Buildings
Mode: View
Key: Account
Record: 4386 of 4386


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Imp/Modifiers | Site Improvements | Cost Summary | Market/Income | Task/Interest | Sales/Permits | Attachments
Account: 160082694 Parcel ID: 02N12W-24 -18460-04730000 Owner: BOARD OF EDUCATION Record: 1 of 1
Site Improvements Table
Seq Code Description Year Qual Cond Dimensions Units Unit Cost Modifiers RCN Phys Func Depr RCNLD
1 PAVC Paving, Concrete 4 - 6 Inch. 1970 3 3 0x0x0 22,500 5.29 0 119,025 78% 0% 78% 26,185
Site Improvement RCNLD: 26,185
Use Default Economic: 0%
Total Site Improvement Value: 26,185
Mode: View
Key: Account
Record: 4386 (4386)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Miscimprovements | Site Improvements | Cost Summary | Market/Income | Taxing Interest | Sales/Permits | Attachments
Account: 160082894 Parcel ID: 02N12W-24-4-18400-0470000 Owner: BOARD OF EDUCATION Record: 1 of: 1
Site Improvements Table
Seq Code Description Year Qual Cond Dimensions Units Unit Cost Modifiers RCN Phys Func Depr RCNLD
1 PAVC Paving, Concrete 4 - 6 Inch. 1970 3 3 0x0x0 22,500 5.29 0 119,025 78% 0% 78% 26,185
Add Improvement
Site Improvement RCNLD 26,185
Use Default Economic 0%
Total Site Improvement Value 26,185
Mode: View
Key: Account
Record: 4386 (4386)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc. Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Task/Interest | Sales/Permits | Attachments
Account: 1600082694
Parcel ID: 02N12W24 A 18400 047 0000
Owner: BOARD OF EDUCATION
Record: 1 of 1
Craftsman Building Cost Calculators
DATA USED FOR CALCULATIONS SUPPLIED BY:
MARSHALL & SWIFT VALUATION SERVICE
Which hereby reserves all rights
Assessment Info
Property Class: 1UCPL
Tax Area Code: 2
Marshall & Swift Info
Appraisal Zone: 1
Base Year: 2020
Appraisal: 2019
Manual Date: 10/2018
Current Cost:
Local Multiplier:
Land Summary
Commercial Land Value: 121,305
Agricultural Land Value: 0
Total Land Valuation: 121,305
Building Cost
Total Base Value: 5,349,137
Total Modifier Value: 0
Misc. Improvements: 0
Replacement Cost New: 5,349,137
Depreciation (Phys/Func): 4,230,795
RCN Less Phys/Func: 1,118,342
Calculate Economic Depr: 0%
Total RCNLD: 1,118,342
Depreciated Improvements: 0
Cost Approach Value: 1,118,342
Assessment Info
Assessed Land: 0
Assessed Impr: 0
Assessed Modif: 0
Assessed Value: 0
Taxable Value: 0
Personal Property Info
Source Type: REAL
Filing Date:
Penalty Percent: 0%
Penalty Amount: 0
Valuation Summary
Land Value: 121,305
Improvement Value: 1,144,527
Mobile Home Value: 0
Total Value: 1,265,832
Mode: View
Key: Account
Record: 4386 (4386)

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Exclusive Real Estate Listing Agreement

(FOR SALE ONLY)

BOARD APPROVED
MAR 10 2020
LAWTON PUBLIC SCHOOLS

Property Address: 102 NW 17th Street (aka 1701 NW Arlington Avenue, Lawton, OK)

Legal Description; GAY'S WEST BLK 32, Comanche County, Oklahoma

Seller/Owner hereby grant Cummins-Setters Commercial Partners LLC, OK #178409, the exclusive right to sell, market, and offer the real estate described above. This Listing Agreement shall be for 1 year from the date of execution.

In the event that the Seller decides to remove the listing from the market and cancel this listing agreement, the Seller is responsible for the preliminary cost of marketing and any special signage required. If the Broker is unable to sell the said property within the 6-month period, the Seller has no obligation for these marketing costs. Some of the items or methods used to market the property have no actual cost and will be at No Charge to the Seller.

The Listing Agents estimate of these possible costs is $ N/A

Sellers Acknowledgment of these potential costs: Int_____

The Listing Broker will market the property in any and all forms and venues the Broker chooses. Not all advertising and marketing methods will be used on all listings. It is at the Broker discretion to choose the best marketing plan and methods for this property. These methods and any Seller potential costs will be discussed and approved with the Seller prior to the expenditure.

If the Broker brings a "Bona Fide" offer from a willing and able Buyer and an agreed to Purchase/Sale Agreement is executed, and escrow closed, the Seller agrees to pay the Listing Broker a commission of 4% of the selling price. If another Broker is involved in either side, seller agrees to pay the listing Broker 5% of selling price. The Listing Broker may also choose to share or split the commission earned with a Co-Operating Broker. Any Co-Operating Broker fees with be handled in a separate Co-Broker Agreement completed between the Brokers.

In the event the said real estate is sold within 180 days after the termination of this exclusive listing contract, or any extension thereof, to any person Broker has offered the property, The Seller agrees to pay said Broker the same commission as outlined above.

Special Conditions:

_____

Cummins-Setters
Commercial Partners LLC

Johnny Owens
Commercial Properties, Inc.

Business Name: Woodrow Wilson Elementary School

Address: 102 NW 17th Street (aka 1701 NW Arlington Avenue), Lawton, OK

Property Size: 2.75 Acres

Building Size: 21,446 SQ FT

Zoning: P-F, Public Facilities District

Price: $145,000

Listing Expires: One year from date of execution

It is hereby agreed:

Owner: Woodrow Wilson School
Phone No: (580) 357-6900
Date 3-10-2020

By: Carla Clodfelter

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Johnny Owens-#084935- Broker Associate

Cummins Setters Commercial Partners LLC-OK#178409
Matt Setters- Managing Broker

Seller's Initials ___/___

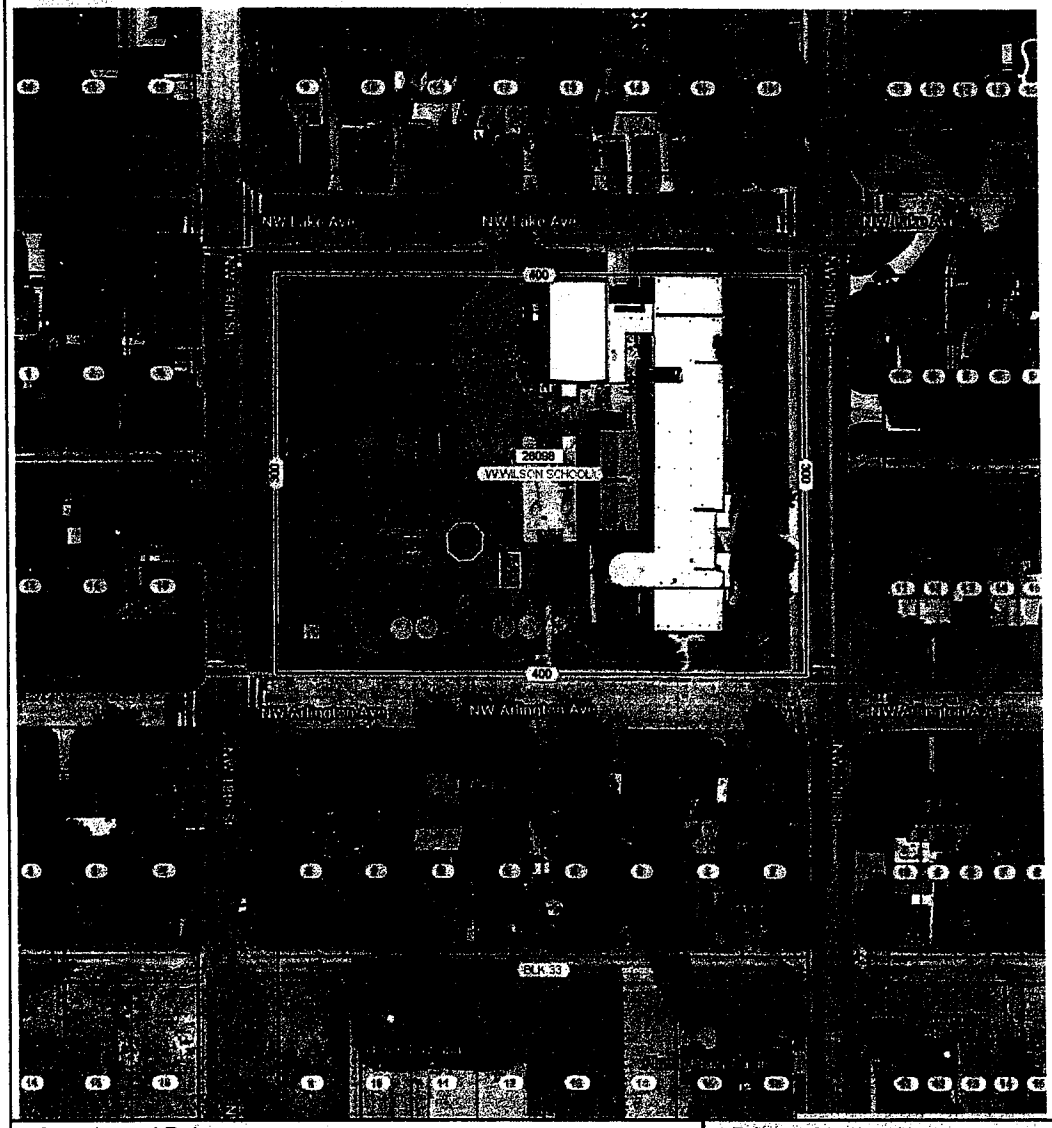
Comanche

Account Data And Map Image

Data provided by Grant Edwards County Assessor

Date 02/25/2020
Time 14:31:03

Map Image



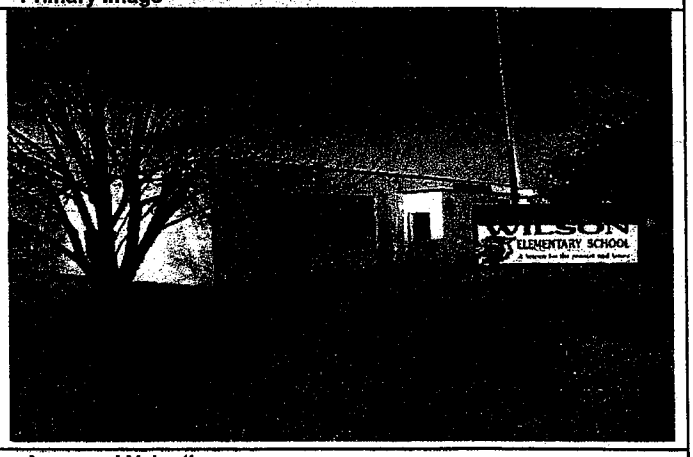
Assessment Data

Account	160028098
Parcel ID	02N12W-25-3-15300-032-0000
Cadastral ID	015300-0320000-00000
Property Type	REAL - Real Property
Property Class	1UCPL
Tax Area	2 - 1-8-1LAWTON 100.97
Situs	00102 NW 17TH ST
Subdivision	GAY'S WEST
Lot/Block	/ 0032
Sec/Twn/Rng	25 / 2 / 12 / 3
Neighborhood	88877 - COMMERCIAL SECONDARY LOCATION YR 3

WOODROW WILSON SCHOOL

1701 NW ARLINGTON AVE
LAWTON OK 73501-6439

Primary Image



Legal Description

GAY'S WEST BLK 32

Assessed Valuation

Land Value	0	Assessed Value	0
Improvements	0	Assessment Level	11.25%
Mobile Home	0	Penalty Amount	0
Total Value	0	Exemption	0
		Total Taxable	0

Comanche County Assessors Office

02/25/2020

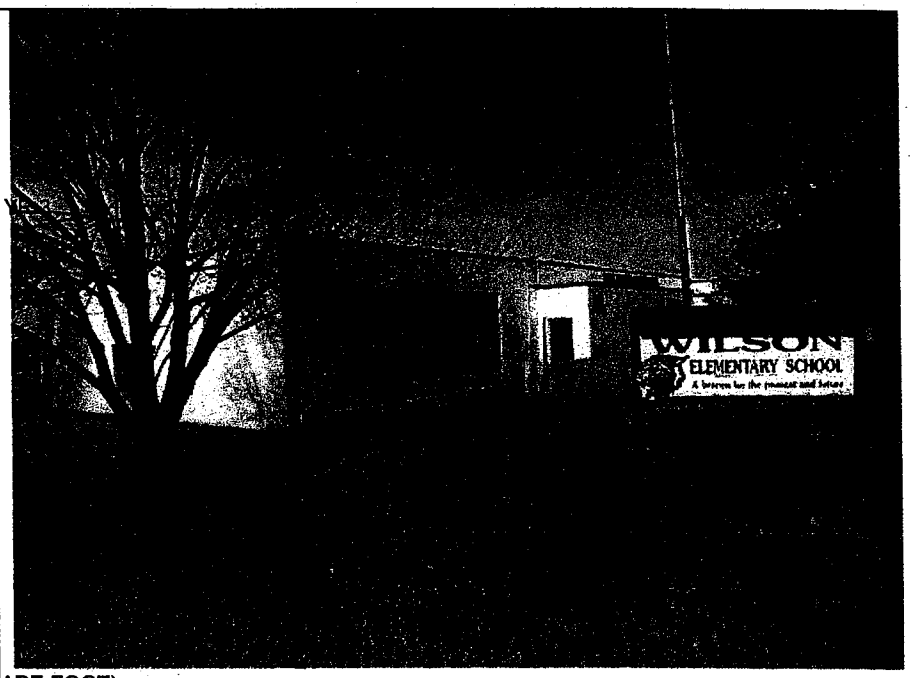
14:41:12

Appraisal Property Record Card 1 of 1

Data provided by: Grant Edwards Comanche County Assessor

Account	160028098
Parcel ID	02N12W-25-3-15300-032-0000
Cadastral ID	015300-0320000-00000
Tax Area Code	2
Property Class	1UCPL - SCHOOL URBAN COMM PLATTED
Owners Name	WOODROW WILSON SCHOOL
Situs	00102 NW 17TH ST
Neighborhood	88877 - COMMERCIAL SECONDARY LOCATION
Legal Description	
GAY'S WEST BLK 32	

Primary Image



Lot Data

Lot Size	300 x 400	
Lot Count	0	
Units Buildable	0	
Non-Ag Acres	0	
Topography		
Street Access		
Utilities		
Amenitys	LAND LOCAT	0
		0
Value Model	446 COMMERCIAL SECONDARY LOCAT (SQUARE-FOOT)	
Value Method	Square-Foot	
Base Lot Value	120,000.00 x 1.00 =	120,000
Factor Value	0	
Adjustements		
Lot Value	120,000	

Image Information

Image ID	448569
Image Date	1/12/2017
Name	DSC02364.JPG
Description	

Marshall & Swift Cost Approach

Marshall Swift Manual Date	10/2018	
Total Building Area	21,446	
Total Base Value	3,195,454	
Modifier Value		
Misc Improvements		
Replacement Cost New	3,195,454	
Phys/Func Depreciation Loss	(2,556,363)	
RCN Less Phys/Func	639,091	
Economic Depreciation		
RCNLD (All Sources)	639,091	
Depreciated Improvements		
Outbuilding Value		
Total Improvement Value	639,091	
Land Value	120,000	
Cost Approach Value	759,091	35.40/SqFt

Income Approach

Potential Gross Income (PGI)	
Vacancy & Collection Loss	
Miscellaneous Income	
Effective Gross Income (EGI)	
Total Expenses	
Net Operating Income (NOI)	
Income Capitalization Rate	
Indicated Value	0.00

Value Reconciliation

Selected Valuation Method	Cost Approach	
Total Improvement Value	639,091	
Land Value	120,000	
Total Appraised Value	759,091	35.40/SqFt

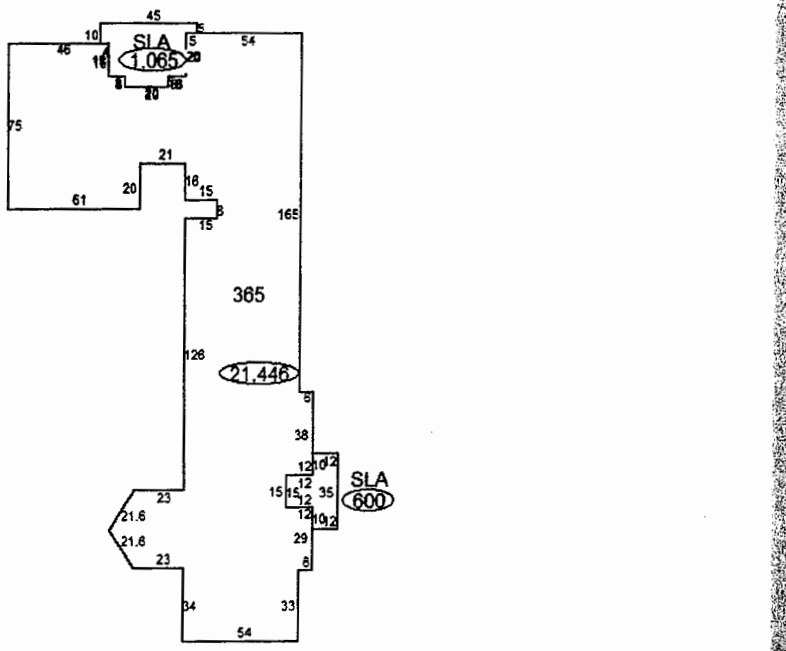
Date Added	User Code	Comments
1/12/2017	GWY	PERMIT -REMODEL-NO APPARENT WORK DONE-MEASURED BUILDING

LandMark - Commercial Appraisal Information

Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Tax/Interest | Sales/Permits | Attachments

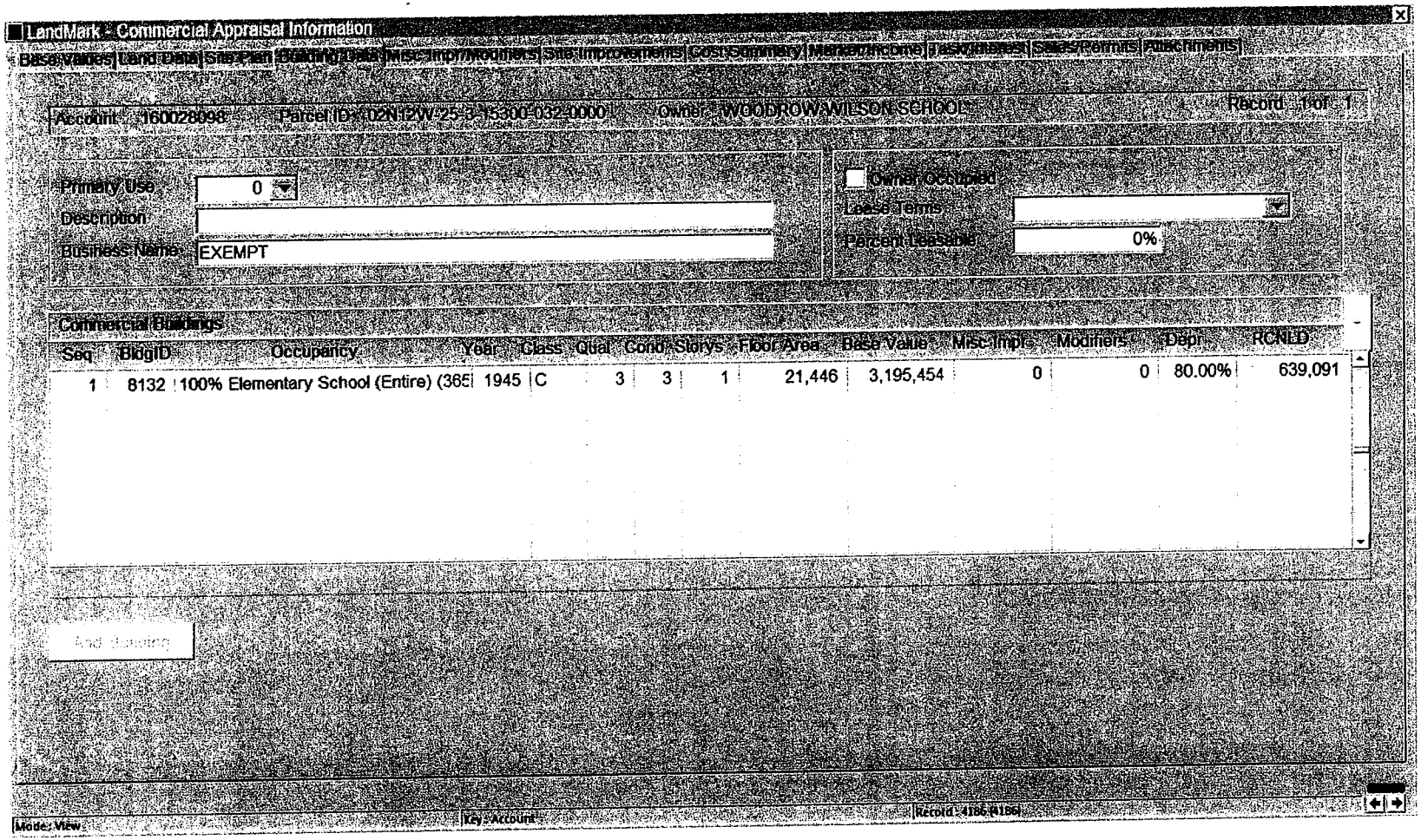
Account: 160026098 Parcel ID: 02N-12W-25-3-15300-002-0000 Owner: WOODROW WILSON SCHOOL Record: 1 of 1

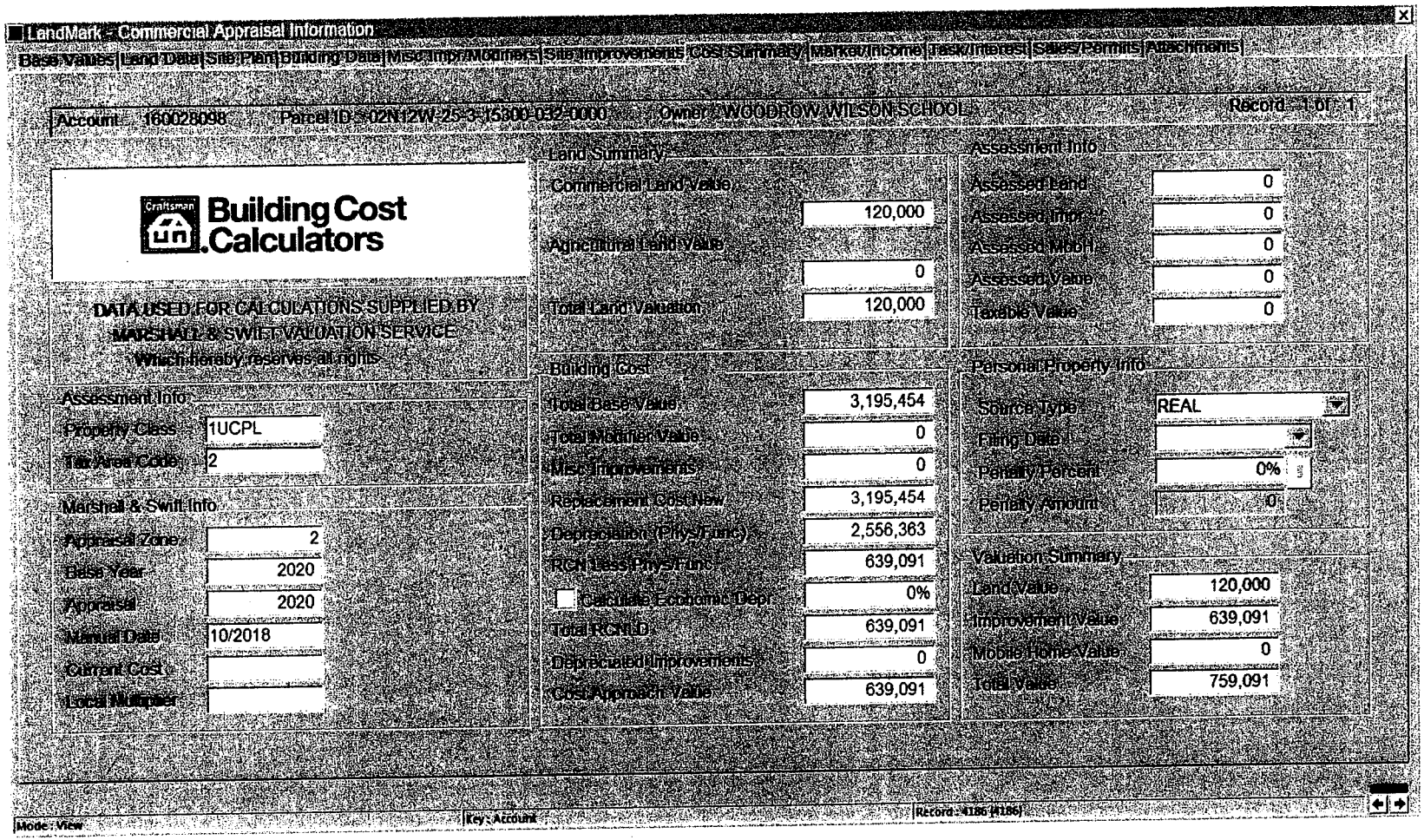
1 365
Base/Total Area : 21,446/21,446
Vector Count : 33
2 SLA
Base/Total Area : 600/600
Vector Count : 8
3 SLA
Base/Total Area : 1,065/1,065
Vector Count : 12



Edit Site Plan

Mode: View | Key: Account | Record: 4186 (4186)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Assessment | Sales/Permits | Attachments
Account: 160028098
Parcel ID: 02N12W-25-3-15300-032-0000
Owner: WOODROW WILSON SCHOOL
Record: 1 of 1
Primary Use: 0
Description:
Business Name: EXEMPT
Owner Occupied
Lease Terms:
Percent Leasable: 0%
Commercial Buildings
Seq | BldgID | Occupancy | Year | Class | Qual | Cond | Storys | Floor Area | Base Value | Misc Impr | Modifiers | Depr | RCNLD
1 | 8132 | 100% Elementary School (Entire) (365 | 1945 | C | 3 | 3 | 1 | 21,446 | 3,195,454 | 0 | 0 | 80.00% | 639,091
Add Building
Mode: View
Key: Account
Record: 4186 (4186)


LandMark - Commercial Appraisal Information
Base Values | Land Data | Site Plan | Building Data | Misc Impr/Modifiers | Site Improvements | Cost Summary | Market/Income | Tax/Interest | Sales/Permits | Attachments
Account: 160028098
Parcel ID: 02N12W-25-3-15300-032-0000
Owner: WOODROW WILSON SCHOOL
Record: 1 of 1
Craftsman Building Cost Calculators
DATA USED FOR CALCULATIONS SUPPLIED BY
MARSHALL & SWIFT VALUATION SERVICE
Which hereby reserves all rights
Assessment Info
Property Class: 1UCPL
Tax Area Code: 2
Marshall & Swift Info
Appraisal Zone: 2
Base Year: 2020
Appraisal: 2020
Manual Date: 10/2018
Current Cost:
Local Multiplier:
Land Summary
Commercial Land Value: 120,000
Agricultural Land Value: 0
Total Land Valuation: 120,000
Building Cost
Total Base Value: 3,195,454
Total Modifier Value: 0
Misc Improvements: 0
Replacement Cost New: 3,195,454
Depreciation (Phy+Func): 2,556,363
RCN less Phys+Func: 639,091
Calculate Economic Depr: 0%
Total RCN D: 639,091
Depreciated Improvements: 0
Cost Approach Value: 639,091
Assessment Info
Assessed Land: 0
Assessed Impr: 0
Assessed Modif: 0
Assessed Value: 0
Taxable Value: 0
Personal Property Info
Source Type: REAL
Filing Date:
Penalty Percent: 0%
Penalty Amount: 0
Valuation Summary
Land Value: 120,000
Improvement Value: 639,091
Mobile Home Value: 0
Total Value: 759,091
Mode: View
Key: Account
Record: 4186 [4186]

DocuSign Envelope ID: DC040FFF-DE63-4924-B4A8-03045E4E537D

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

BOARD APPROVED
MAY 04 2020
LAWTON PUBLIC SCHOOLS

This notice may be part of or attached to any of the following:

☐ Buyer Brokerage Agreement ☐ Listing Brokerage Agreement ☐ Option Agreement
☑ Sales Agreement ☐ Exchange Agreement ☐ Other_____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
   1) receive all written offer and counteroffers;
   2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
   3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
   1) that a party or prospective party is willing to pay more or accept less than what is being offered,
   2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
   3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
   4) information specifically designated as confidential by a party unless such information is public.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 14 **day of** April, **20**20.

(Print Name) Michael McKee **(Signature)** DocuSigned by: Mike McKee 7F0B7CED70914E9...

COUNTY OF COMANCHE, LAWTON SCHOOLS
(Print Name) LAWTON PUBLIC SCHOOLS **(Signature)** Patty Nauvertah

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE

COMMERCIAL IMPROVED

BOARD APPROVED
MAY 04 2020
LAWTON PUBLIC SCHOOLS

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s): **(check as applicable)**

_____ Financing Supplement
_____ Exhibit _____
_____ Supplement
_____ _____

Parties. THE CONTRACT is entered into between:

Lawton Public Schools "Seller", and

McKee Enterprises, LLC or assigns "Buyer".

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Comanche County, Oklahoma.

1. LEGAL DESCRIPTION.

Property and grounds of former Wilson Elementary

102 SW 17th	Lawton	73501
Property Address	**City**	**Zip**

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property").

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is $ 105,000 payable by Buyer as follows: Buyer has paid $ 1,500. as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of Sovereign Titile or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before August 15, 2020, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on May 10, 2020 (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the **Time Reference Date** shall be counted as day one (1). If left blank, the **Time Reference Date** shall be the third day after the last date of signatures of the Parties.

5. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. The Buyer agrees and acknowledges that Seller, Seller's Broker and their licensed associates, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions in Paragraph 11.

B. Buyer shall have 90 days (ten [10] days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for the Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.

C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative(s), independent contractor(s) and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

1) **Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
2) **Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
3) **Roof.** Structural members, roof decking, coverings and related components
4) **Structural Inspection**
5) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
6) **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

D. EQUIPMENT. Buyer and Seller shall have 90 days (7 days if blank) after the Seller's receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, seller shall complete all agreed Treatments, Repairs, or Replacements prior to the closing date. If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

E. WOOD DESTROYING INSECTS INSPECTION. Within N/A days (ten(10) if left blank) from the **Time Reference Date** of this Contract, Buyer shall have the right to have the Property inspected by Buyer's choice of a licensed exterminating company and deliver to Seller, in care of Seller's Broker, if applicable, an infestation report. The expense of such report shall be the Buyer's expense. In the event the report shows visible infestation or visible damage, Seller agrees, at Seller's expense, to treat and/or repair same, provided the estimated cost to cure such infestation or damage does not exceed $_____. If the estimated cost exceeds such amount, Seller shall have the option to cancel and terminate this Contract within forty-eight (48) hours of being advised of such estimate unless Buyer agrees, in writing, to pay any costs in excess of such amount.

F. BUYER'S RIGHT TO CANCEL. If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 17 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds $300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

8. ACCEPTANCE OF PROPERTY. Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. TITLE EVIDENCE. Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of: **(check one or both)**

☐ **SURFACE RIGHTS ABSTRACT (A below)**
☑ **TITLE INSURANCE COMMITMENT AND SURVEY (B below)**

A. SURFACE RIGHTS ABSTRACT

1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):
   a) A complete surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company; and
   b) A current Uniform Commercial Code Search Certificate.

2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at **(check one)** ☐ **Buyer's** ☐ **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.

3) BUYER TO EXAMINE TITLE EVIDENCE.
   a) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
   b) Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

4) SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
   a) Seller, at Seller's expense, shall make reasonable efforts to obtain and/or execute all documents necessary to cure Title requirements identified by Buyer; and
   b) Delay Closing Date for _____ days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

1) Seller, at ☐ **Buyer's** ☑ **Seller's** expense **(check one),** (including the cost of pre-closing abstracting and Title examiner's report) within 15 days after Due Diligence Period shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.

2) Seller, at ☐ **Buyer's** ☑ **Seller's** expense **(check one),** within 15 days after Due Diligence Period, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:
   a) The boundary lines, dimensions and area of the land indicated thereon,
   b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
   c) The location of all setback lines
   d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
   e) If the Property is un-platted, a metes and bounds description of the Property,

f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and

g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area", as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.

3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.

4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) ☐ **Buyer** ☑ **Seller**

6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.

7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:

a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or

b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.

8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey**. Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. TAXES, ASSESSMENTS AND PRORATIONS.

A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.

B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.

C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.

D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.

E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.

F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

Buyer to have 90 days due diligence period. Buyer shall have 90 days from the date set forth in the paragraph entitled "Time periods specified in contract" subject to the following: Complete inspection of the property and governmental issues affecting the property. Should the results not be satisfactory to the Buyer, Buyer may terminate this contract by notifying the Seller in writing, in care of the listing broker within 24 hours of time periods specified in this paragraph.
Seller to provide any reports or information concerning environmental issues on the property.

12. TAX DEFERRED EXCHANGE 1031. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

13. MEDIATION. Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

14. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Provision 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

15. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.

B. RELEASE OF EARNEST MONEY. In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

1) A written release is executed by Buyer and Seller agreeing to its disbursement;
2) Agreement of disbursement is reached through Mediation;
3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

16. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer.

17. NOTICE. Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:
Sovereign Title
c/o Lisa Sparks

Phone: _____ **FAX:** _____

Buyers:	**Sellers:**
McKee Enterprises	
c/o Michael McKee	c/o
Phone:	**Phone:**
FAX:	**FAX:**
Email:	**Email:**

or such other address as shall hereafter be designated in writing.

18. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the ☐ **Buyer** ☑ **Seller (check one)** will pay the Listing Broker a commission equal to 5% of the purchase price at Closing for services rendered in this real estate transaction.

19. TERMINATION OF OFFER. The above Offer shall automatically terminate on 5-10-2020 unless withdrawn prior to acceptance or termination.

20. EXECUTION BY Parties.

AGREED TO BY BUYER:	**AGREED TO BY SELLER:**
On this Date: 4-14-2020	On this Date: 5-4-2020
	COUNTY OF COMANCHE, LAWTON SCHOOLS
Michael McKee	LAWTON PUBLIC SCHOOLS
Buyer's Printed Name	Seller's Printed Name
DocuSigned by: Mike McKee 7F6D7CFB78914F8	Patty Jennewein
Buyer's Signature	Seller's Signature
Buyer's Printed Name	Seller's Printed Name
Buyer's Signature	Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature	Seller's Signature

EARNEST MONEY RECEIPT, INSTRUCTIONS, AND ASSOCIATE INFORMATION

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, $_____ ☐ Check ☐ Cash as Earnest Money Deposit, has been delivered to:

☐ **Listing Broker:** Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

☐ **Selling Broker:** Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

☐ **Title Company** (Name/Address of Title Company): _____

☐ **Other:** _____

4/30/2020 DocuSigned by: Max Sasseen AD78C9C38DC544D...
Date Selling Broker/Associate Signature

Date Listing Broker/Associate Signature

Max Sasseen
(Print Name) Selling Broker/Associate

(Print Name) Listing Broker/Associate

SELLING BROKER/ASSOCIATE:

Max Sasseen - 085641
Name and **OREC** Associate License Number

Remax Professionals
OREC Company Name

107115
OREC Company License Number

1701 NW Cache Road
Company Address

580.248.8817
Company Phone Number

maxsassen@me.com 4-14-2020
Associate Email Date

LISTING BROKER/ASSOCIATE:

Name and **OREC** Associate License Number

OREC Company Name

OREC Company License Number

Company Address

Company Phone Number

Associate Email Date

EARNEST MONEY RECEIPT, INSTRUCTIONS, AND ASSOCIATE INFORMATION

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, $_____ ☐ Check ☐ Cash as Earnest Money Deposit, has been delivered to:

☐ **Listing Broker:** Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

☐ **Selling Broker:** Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

☐ **Title Company** (Name/Address of Title Company): _____

☐ **Other:** _____

4/30/2020	4-30-2020
Date	Date
DocuSigned by: Max Sasseen	Johnny Owens by Linda Meade
Selling Broker/Associate Signature	Listing Broker/Associate Signature
Max Sasseen	Johnny Owens
(Print Name) Selling Broker/Associate	(Print Name) Listing Broker/Associate

SELLING BROKER/ASSOCIATE:

Max Sasseen - 085641
Name and **OREC** Associate License Number

Remax Professionals
OREC Company Name

107115
OREC Company License Number

1701 NW Cache Road
Company Address

580.248.8817
Company Phone Number

maxsassen@me.com 4-14-2020
Associate Email Date

LISTING BROKER/ASSOCIATE:

Johnny Owens 084935
Name and **OREC** Associate License Number

Johnny Owens Commercial Prop. Inc.
OREC Company Name

123820
OREC Company License Number

PO Box 181, Lawton 73502
Company Address

580.248.4192
Company Phone Number

jowens@johnnyowens.com 4/30/20
Associate Email Date

BOARD APPROVED

FEB 26 2014

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2014, between the Board of Education, Independent School District No. 1-8, Comanche County, Oklahoma, also known as Lawton Public Schools, hereinafter referred as "LAWTON," and Dan Horton, M.D., hereinafter referred to as "HORTON,"

W I T N E S S E T H:

WHEREAS, LAWTON desires to contract with a physician as an independent contractor to provide physician and medical supervisory services for LAWTON, and HORTON agrees to provide such services as are hereinafter detailed upon the terms and conditions and for the compensation set forth below.

NOW, THEREFORE, in consideration of the premises, and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows"

1. **RETENTION AND ENGAGEMENT**. Subject to the terms and conditions set forth below, LAWTON hereby engages and retains HORTON as an independent contractor to render the services herein described to employees and students of LAWTON, and HORTON hereby accepts such engagement and retention.

2. **TERM**. The term of the agreement began on January 1, 2014, and shall continue for one (1) year, and thereafter on a year-to-year basis unless terminated pursuant to the provisions of Paragraph 8 hereof.

3. **DUTIES OF CONTRACTOR**. In addition to the other duties imposed on HORTON elsewhere in this agreement, HORTON shall:

a. Serve as consulting physician to the Lawton Public Schools;

b. Direct school nurses on all matters pertaining to medical referrals, procedures and practices;

c. Serve on the policies and procedures committee for the school health services division;

d. Meet periodically with school nurses and be available for consultation with the nurses and with school administrators upon request;

e. Coordinate physical examinations for senior high school athletic programs and for special education students participating in Special Olympics;

f. Attend as many senior high school home football games as possible to be available for potential medical services;

g. Provide physicals for LAWTON secondary school athlete students, bus drivers, bus monitors and athletic coaches;

h. Serve as liaison for LAWTON with community agencies (i.e., Comanche County Health Department, Taliaferro Mental Health Center, etc.) in the control of communicable diseases and other student health problems; and,

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON OK 73502
580-357-7700

i. Act as liaison between district schools and other community physicians.

4. **RELATIONSHIP OF PARTIES**. Nothing contained in this agreement shall be construed to constitute HORTON as an employee or agent of LAWTON, except as hereinafter noted, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its or his own actions. HORTON shall not be entitled to participate in any fringe benefits or programs enjoyed by the employees of LAWTON, including, but not limited to, workman's compensation, unemployment or medical insurance, retirement, vacation or other related benefits.

LAWTON is only interested in the results obtained under this agreement, the manner and means by which HORTON performs his duties hereunder, including the determination of the time, energy and skill devoted thereto, shall be under his sole control. Accordingly, LAWTON shall have no right to exercise any control, direction or supervision over the manner and means by which HORTON performs his duties hereunder, including, with limitation, the manner and means by which HORTON renders medical services.

5. **COMPENSATION**. As compensation for all services provided to LAWTON by HORTON during the term of this agreement, LAWTON shall pay to HORTON monthly compensation in the amount of ONE THOUSAND TWO HUNDRED FORTY-FOUR AND 05/100 DOLLARS ($1,244.05), together with the sum of FORTY AND NO/100 DOLLARS ($40.00) for each adult physical and SIX AND NO/100 DOLLARS ($6.00) for each student physical performed by HORTON.

6. **PROFESSIONAL RESPONSIBILITY**. Nothing in this agreement shall be construed to interfere with or affect the rendering of professional medical services by HORTON in accordance with his independent and professional judgment, and HORTON shall not be required to perform any duties which would require him to infringe upon the ethics of his profession or violate any ordinance or law.

7. **PROFESSIONAL LIABILITY INSURANCE**. HORTON, at his expense, shall maintain professional liability insurance on himself in minimum limits of $1,000,000.00 per occurrence and $3,000,000.00 aggregate. HORTON shall provide LAWTON with a certificate evidencing such coverage.

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POST OFFICE BOX 2515
LAWTON, OK 73502
580-357 7700

8. **TERMINATION**. Either party may terminate this agreement upon providing thirty (30) days advance written notice to the other party.

9. **ASSIGNMENT**. HORTON may not assign his interest herein without the express written consent of LAWTON.

10. **ENTIRE AGREEMENT**. This instrument contains the entire agreement of the parties and may not be changed except by a writing, signed by the party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

IN WITNESS WHEREOF, LAWTON and HORTON have executed this agreement to be effective the date first above written.

LAWTON PUBLIC SCHOOLS

By Joana Ponio
PRESIDENT, LAWTON BOARD OF EDUCATION

Dan Horton 1-29-2014
Dan Horton, M.D.

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

BOARD APPROVED

OCT 14 2019

LAWTON PUBLIC SCHOOLS

RETAINER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered effective this 25th day of September 2019, by and between the Lawton Public Schools, hereinafter referred to as "District" and Diane Branstetter, hereinafter referred to as "Ms. Branstetter".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Ms. Branstetter agrees to provide necessary advice and counsel on District financial issues, as well as provide assistance on other issues and training as it relates to the District Finance Department.

2. All services performed by Ms. Branstetter under this Agreement shall be performed by or under the supervision of the Interim Comptroller. The rights and obligations of Ms. Branstetter hereunder are not assignable and cannot be delegated, as Ms. Branstetter has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the consent of the Interim Comptroller shall be void and, at the option of the District, this Agreement shall be terminated.

3. To the extent that Ms. Branstetter performs all necessary services listed above, District shall compensate Ms. Branstetter at the rate of One Hundred Twenty-Five and NO/100 Dollars ($125.00) per hour.

4. Ms. Branstetter agrees that in the performance of this Agreement she will comply with all applicable local, state and federal laws.

5. Ms. Branstetter shall periodically submit a claim for payment of services to the Interim Comptroller, which payment will be made after approval of the claim by the District. The claim shall include, at a minimum, the date services were rendered, and the nature of services rendered, the time expended for services and the total amount claimed.

6. The Interim Comptroller or the Interim Superintendent for the District shall be the District representative for all matters pertaining to this Agreement.

7. It is understood and agreed, with respect to the services Ms. Branstetter shall render pursuant to this agreement, that Ms. Branstetter will perform such services exclusively as an independent contractor to and not as an agent or employee of the District.

8. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. This Agreement shall commence on September 25th, 2019, and shall remain in full force and effect until cancelled by either party, at which time the Agreement may be extended subject to monies being appropriated to fund the Agreement.

10. This Agreement may be terminated at any time by either party giving written notice to the other party.

11. Upon expiration or sooner termination of this Agreement, Ms. Branstetter shall immediately deliver any/all documents and/or materials pertaining to said consultation services to the Interim Comptroller, which shall become the property of the District.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

LAWTON BOARD OF EDUCATION

By: Carla Clodfelter
CARLA CLODFELTER, PRESIDENT

Independent School District No. 8 Comanche County, Oklahoma Official SEAL

ATTEST: Kathy Bentley
KATHY BENTLEY, CLERK

DIANE BRANSTETTER
FINANCIAL CONSULTANT

By: Diane Branstetter
DIANE BRANSTETTER

Approved as to form and legality this 14th day October, 2019.

CHUCK WADE, ATTORNEY

LAWTON PUBLIC SCHOOLS

DR. TOM THOMAS
Interim Superintendent
tom.thomas@lawtonps.org

BOARD APPROVED
OCT 14 2019
LAWTON PUBLIC SCHOOLS

September 25, 2019

Dear Ms. Branstetter:

This is to confirm that I have requested you to commence proving consulting services today, September 25, 2019, to the Lawton Public Schools pursuant to the term of an Agreement which has been drafted for approval by you and the Board of Education.

You are to begin providing services today. The Agreement will be approved by the Board of Education retroactive to today.

We look forward to working with you.

Professionally,

Dr. Tom Thomas
Interim Superintendent

P.O. Box 1009 | 753 Fort Sill Boulevard | Lawton, Oklahoma 73502-1009
580.357.6900 | Fax 580.585.6319

BOARD APPROVED

APR 16 2020

LAWTON PUBLIC SCHOOLS

ADOPTION AGREEMENT #001
ELECTIVE DEFERRALS ONLY
403(b) NON-ERISA VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the National Benefit Services, LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR **(1.29; 1.52; 1.53)**. *(A Plan amendment is not needed solely to change the information in (a) or (d) below).*

(a) **Employer Information**

Name of Adopting Employer: Lawton Public Schools

Address: 753 North Fort Sill Boulevard

City Lawton State Oklahoma Zip 73507

Telephone: (580) 357-6900

EIN: 73-6029956

(b) **Plan Information**

Plan name: Lawton Public Schools 403(b) Plan

Plan number (optional): _____ *(3-digit number for Form 5500 reporting)*

(c) **Type of entity** (*Choose one of (1) – (4)*):

(1) **[X] Public School.** See 1.57.

(2) **[ ] Other Governmental employer exempt under Code §501(c)(3).**

(3) **[ ] Churches and Church-Related Organizations (non-electing).** See 1.09. *(Choose a. and/or b.):*

a. **[ ] Church.** See 1.09. This would include a QCCO, but would not include a non-QCCO.

b. **[ ] Church-related organization**, other than a Church. See 1.09(A). This would include a non-QCCO.

(4) **[ ] Other tax-exempt organization under Code §501(c)(3).**

(d) **Plan Administrator Information** (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

2. PLAN YEAR **(1.54)**. Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[*Note: Complete any applicable blanks under Election 2 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.*]

Plan Year (*Choose (a), (b), or (c).*):

(a) **[X] December 31.**

(b) **[ ] Fiscal Plan Year:** ending: _____.

(c) **[ ] Other:** _____ *(e.g., a 52/53 week year ending on the date nearest the last Friday in December).*

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Short Plan Year *(Choose (d) if applicable.)*:

(d) [ ] Short Plan Year: commencing: _____ and ending: _____.

3. EFFECTIVE DATE **(1.23)**. The Employer's adoption of the Plan is a *(Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.)*:

(a) [ ] **New Plan.**

(b) [X] **Restated Plan.**

Initial Effective Date of Plan *(enter date)*

(c) [X] January 1, 2009 (hereinafter called the "Effective Date" unless 3(d) is entered below)

Restatement Effective Date *(If this is an amendment and restatement, enter effective date of the restatement.)*

(d) [X] January 1, 2010 *(enter month day, year; may enter a restatement date that is the first day of the current Plan Year)* (hereinafter called the "Effective Date")

[*Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective Date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010.*]

Additional Effective Dates *(Choose if applicable)*

(e) [ ] **Restatement of surviving and merging plans.** The Plan restates two (or more) plans *(Complete 3(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.)*:

(1) [ ] **Merging plan.** The _____ Plan was or will be merged into this surviving Plan as of: _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.

(2) [ ] **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan *(Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.)*:

	Name of merging plan	Merger date	Restated Effective Date	Original Effective Date
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

4. CONTRIBUTION TYPES **(1.12)**. The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan *(Choose (a) or (b))*:

(a) [X] **Pre-Tax Elective Deferrals.** See Section 3.02.

(1) [ ] **Roth Deferrals.** See Section 3.02(F). [*Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.*]

(b) [ ] **None (frozen plan).** The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

5. EXCLUDED EMPLOYEES **(1.35)**. The following Employees are not Eligible Employees *(Choose (a) or (b).)*:

(a) [ ] **No Excluded Employees.** All Employees are Eligible Employees.

(b) [X] **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of (1) through (5))*:

(1) [ ] **Non-Resident Aliens.** See Section 1.35(B).

(2) [X] **Employees who normally work less than 20 hours per week.** See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service, then such Employee will generally no longer be part of this excluded class in subsequent Plan Years).

(3) [X] **Student Employees.** See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).

(4) [ ] **Other Employer plan.** Employees who are eligible to participate in another plan of the Employer which is a *(Choose one or more of a. through c.)*:

a. [ ] 401(k) plan

b. [ ] 403(b) plan

c. [ ] governmental 457(b) plan

(5) [ ] **Describe exclusion:** _____ *(e.g., exclude hourly paid employees).*

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[Note: The Employer may not complete Election 5(b)(5) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 5(b)(5) may only be used to provide an exclusion if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 5(b)(5), except for Employees who normally work less than 20 hours per week, may not be based on age or Service.]

6. COMPENSATION **(1.11)**. The following Compensation (as adjusted under Elections 7 and 8) applies in allocating Employer Contributions *(Choose one of (a) through (d). Choose (e) if applicable.)*:

(a) **[ ] W-2 wages increased by Elective Deferrals.**

(b) **[X] Code §3401 federal income tax withholding wages increased by Elective Deferrals.**

(c) **[ ] 415 Compensation.**

(d) **[ ] Describe Compensation by Participant Group:** _____

[Note: Under Election 6(d), the Employer may elect Compensation from the elections available under Elections 6(a), (b), or (c), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases).]

(e) **[ ] Allocate based on specified 12-month period.**
The allocation will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: _____

7. PRE-ENTRY/POST-SEVERANCE COMPENSATION **(1.11(H)/(I))**. Compensation under Election 6:

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required *(Choose (a), (b), or (c).)*:

[Note: Under the basic plan document, if the Employer does not elect any adjustments, post-severance compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

(a) **[X] None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation except as required under the basic plan document *(skip to Election 10)*.

(b) **[ ] Exclude All.** Exclude all Post-Severance Compensation. *[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]*

(c) **[ ] Adjustments.** The following adjustments to Post-Severance Compensation apply *(Choose one or more of (1) through (5).)*:

(1) **[ ] Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a).

[Note: 415 testing Compensation (versus Compensation for Elective Deferrals) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]

(2) **[ ] Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).

(3) **[ ] Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).

(4) **[ ] Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). *(Choose a. or b.)*:

a. **[ ] For NHCEs only.**

b. **[ ] For all Participants.** The salary continuation will continue for the following fixed or determinable period: _____ *(specify period; e.g., "ten years" or "term of disability policy")*.

(5) **[ ] Describe Post-Severance Compensation by Participant group:** _____

[Note: Under Election 7(c)(5), the Employer may elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for Campus A Employees, no Post-Severance Compensation for Campus B Employees).]

8. EXCLUDED COMPENSATION **(1.11(G))**. Apply the following additional exclusions or other adjustments to Compensation Elections under 6 and 7 *(Choose (a) or (b).)*:

(a) **[X] No exclusions.** Compensation means Compensation as elected in Elections 6 and 7.

(b) **[ ] Exclusions.** The following exclusions apply *(Choose one or more of (1) through (8).)*:

(1) **[ ] Fringe benefits.** As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).

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(2) **[ ] Compensation exceeding $_____.**
Apply this election to *(Choose a. or b.)*:

a. **[ ] All Participants.**

b. **[ ] HCE Participants only.**

(3) **[ ] Bonus.**

(4) **[ ] Commission.**

(5) **[ ] Overtime.**

(6) **[ ] Leave of Absence Pay.**

(7) **[ ] Related Employers.** See Section 1.29(B). *(If there are Related Employers, choose one or both of a. and b.)*:

a. **[ ] Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer.

b. **[ ] Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees.

(8) **[ ] Describe Compensation adjustment(s):** _____

[Note: Under Election 8(b)(8), the Employer may: (i) describe Compensation from the elections available under Elections 8(b)(1) through (7), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); and/or (ii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

9. CATCH-UP DEFERRALS **(3.02(D)/(E))**. *(Choose (a) or (b))*:

(a) **[X] Permitted.** May make the following Catch-Up Deferrals to the Plan. *(Choose one or both of (1) and (2))*:

(1) **[X] Age 50 Catch-Up.**

(2) **[ ] Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.**

(b) **[ ] Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

10. IN-PLAN ROTH ROLLOVER CONTRIBUTION **(3.08(E))**. The following provisions apply regarding In-Plan Roth Rollover Contributions *(Choose (a) or (b); leave blank if Election 4(a)(1) is not selected.)*:

(a) **[ ] Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.

(b) **[ ] Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. *(Choose one or both of (1) and (2).)*

(1) **[ ]** Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

(2) **[ ]** Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

11. POST-SEVERANCE DISTRIBUTIONS. The provisions in this Election 11 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b), and (c). Choose (d) and (e) if applicable.)*

(a) **[X] Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

(1) **[X] No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

(2) **[ ] Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b., or c.; Choose d. if applicable)*:

a. **[ ] $5,000.**

b. **[ ] $1,000.**

c. **[ ] Specify amount: $_____.**

[Note: This election only applies to the Mandatory Distribution maximum amount.]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

d. **[ ]** If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $_____. *(Specify an amount greater than $0 and less than $1,000.)*

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Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 11(a)(2), the Plan *(Choose e. or f.)*:

e. **[ ] Disregards Rollover Contribution Account.**

f. **[ ] Includes Rollover Contribution Account.**

(b) **[X] Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6)):*

(1) **[X] Lump-Sum.**

(2) **[X] Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.

(3) **[ ] Installments.**

(4) **[ ] Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.

(5) **[ ] Ad-Hoc distributions.**

(6) **[X] Describe distribution method(s):** other options as allowed by vendor.

[*Note: The Employer under Election 11(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 11(b) and/or a combination thereof as to any: (i) Participant group; and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 11(b)(6) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.*]

(c) **[X] Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below):*

(1) **[ ]** Under any distribution method available under the Investment Arrangement Documentation.

(2) **[X]** Only under those distribution methods selected in Election 11(b) which are available under the Investment Arrangement Documentation.

(d) **[ ] Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to *(Choose (1) or (2))*:

(1) **[ ]** Attainment of age _____.

(2) **[ ]** Describe: _____.

[*Note: An Employer's election under Election 11(d) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.*]

(e) **[ ] Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or both of (1) and (2).)*:

(1) **[ ] Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) **[ ] Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

12. IN-SERVICE DISTRIBUTIONS/EVENTS **(6.01(D))**. A Participant may elect an In-Service Distribution based on any of the following events in accordance with Section 6.01(D) *(Choose (a) OR (b).)*:

[*Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.*]

(a) **[ ] None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions.

(b) **[X] Permitted.** In-Service Distributions are permitted as follows *(Choose one or more of (1) through (6).)*:

(1) **[X] Age** *(Choose a. or b.)*

a. **[X] Age** 59 1/2 *(must be at least 59 1/2).*

b. **[ ] Upon attaining Normal Retirement Age** *(age 65)*

(2) **[X] Hardship**

(3) **[X] Disability**

(4) **[ ] Qualified Reservist Distribution.** See Section 6.01(D)(10).

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(5) [ ] **Deemed Severance Distribution.** See Section 6.11.

(6) [ ] **Describe:** _____.

[Note: The Employer under Election 12(b)(6) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.). An Employer's election under Election 12(b)(6) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Sections 6.02(E) and 9.02(C)(3).]

13. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS **(6.01(D))**. The following additional conditions apply to In-Service Distributions under Election 12(b) *(Choose (a), (b) and/or (c) if applicable.)*:

(a) [ ] **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: $_____ *(specify amount not exceeding $1,000).*

(b) [ ] **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).

(c) [X] **Describe other conditions:** 100% vesting required for accounts that are subject to a vesting schedule

[Note: An Employer's election under Election 13(c) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Section 6.02(E).]

14. PLAN LOANS **(7.06)**. The Employer makes the following elections regarding Plan Loans *(Choose (a) or (b).)*:

(a) [ ] **No Loans.** Plan loans are not permitted.

(b) [X] **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any).

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STANDARD PROVISIONS. The following provisions, which are referenced in the Basic Plan Document, apply to this Plan.

1. **Permitted Investments.** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

2. **ERISA Status.** The Plan's ERISA status is 'intended to be ERISA exempt.' The Plan is a deferral only arrangement with limited Employer involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption.

3. **Eligibility/Entry Date (Universal Availability).** An Employee (other than an Excluded Employee) becomes a Participant in the Plan as soon as administratively feasible on or after his/her first day of employment with the Employer.

4. **Normal Retirement Age/Date.** Normal Retirement Age is age 65. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.

5. **Vesting.** All contributions are 100% vested.

6. **Rollovers.** Rollovers may be accepted from all Eligible Employees. Distributions from Accounts attributable to Rollover Contributions may be made at any time.

STANDARD PROVISIONS - DO NOT APPLY. The following provisions, which are referenced in the Basic Plan Document, do not apply to this Plan.

1. **Contribution Types.** This Plan is for Elective Deferrals only. Contribution types other than Elective Deferrals are not permitted.

2. **Automatic Deferral/Automatic Escalation.** Provisions relating to Automatic Deferrals and Automatic Escalation do not apply.

3. **Early Retirement.** There are no early retirement provisions.

4. **Joint And Survivor Annuity Requirements.** The joint and survivor annuity distribution requirements do not apply.

5. **Multiple Employer Plans.** Provisions relating to Multiple Employer Plans do not apply.

6. **Appendices A, B, C.** Appendices A, B and C do not apply. Accordingly, none of the Appendix B elections that are referenced in the basic plan document apply.

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Plan Execution

Employer: Lawton Public Schools

Date: 4/16/2020

Signed: Carla Clodfelter

CARLA CLODFELTER, PRESIDENT

LAWTON BOARD OF EDUCATION *[print representative name/title]*

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: National Benefit Services, LLC

Address: 8523 South Redwood Road

West Jordan Utah 84088

Telephone: (801) 532-4000

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LAWTON PUBLIC SCHOOLS 403(B) PLAN
NOTICE OF RIGHT TO PARTICIPATE IN THE PLAN AND CONTRIBUTION LIMITS

FOR: Plan Year beginning January 1, 2020

Elective Deferrals. The Lawton Public Schools 403(b) Plan (the "Plan") allows eligible employees to save for retirement. If you are eligible to participate in the Plan, then you may elect to reduce your compensation by a specified amount and have it contributed to the Plan on a pre-tax basis as an elective deferral. Your taxable income is reduced by the elective deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the elective deferrals and earnings, you will pay the taxes on those elective deferrals and the earnings. Therefore, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

How do I elect to make contributions to the Plan?

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

If you are currently participating, you may want to change your amounts for the new Plan Year. You can increase or decrease your contribution or you can leave your amounts the same.

You can contact the Plan Administrator to obtain further information on how to make contributions to the Plan.

How much can I contribute?

Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2020 is $19,500. After 2020, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2020 is $6,500. After 2020, the maximum might increase for cost-of-living adjustments.

Annual dollar limit. Each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the Catch-Up Deferral limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and Catch-Up Deferrals you may make under this Plan and any other cash or deferred arrangements (including other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, you need to contact the Administrator if these situations might apply to you. It is desirable to request in writing that any such excess salary deferral amounts and Catch-Up Deferrals be returned to you.

If you are in more than one plan to which you can contribute elective deferrals, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What is the maximum annual amount that can be contributed to my account?

The law imposes a limit on the amount of contributions (excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2020, this total cannot exceed the lesser of $57,000 or 100% of your includible compensation (generally your compensation for the prior 12-month period). After 2020, the dollar limit might increase for cost-of-living adjustments. Your includible compensation for purposes of this limit is limited for 2020 to $285,000. After 2020, the dollar limit for includible compensation might increase in future years for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made to this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the plan from your gross income for tax purposes.

You can find out more information about the Plan in the Summary of Plan Provisions. You can obtain a copy from the Plan Administrator.

LAWTON PUBLIC SCHOOLS 403(B) PLAN

SUMMARY OF PLAN PROVISIONS

Effective January 1, 2020

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LAWTON PUBLIC SCHOOLS 403(B) PLAN
SUMMARY OF PLAN PROVISIONS
INTRODUCTION TO YOUR PLAN

Lawton Public Schools 403(b) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax advantaged basis. This Plan is a type of retirement plan known as a 403(b) plan.

This Summary of Plan Provisions contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to understand the features of the Plan.

If you have any questions about the Plan, contact the Plan Administrator or other Plan representative. The Plan Administrator is generally responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan, unless those responsibilities have been delegated to other parties. The name of the Plan Administrator can be found at the end of this summary in the Article entitled "General Information about the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan, and your rights under the Plan, are subject to federal laws such as the Internal Revenue Code and other federal and state laws. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Investment arrangement. The investment products you select (known as investment arrangements) may also affect the provisions of the Plan. In some cases the investment arrangements may limit your options under the Plan. This summary does not address the provisions of the various investment arrangements. You should contact the Plan Administrator or the investment provider if you have questions about the provisions of your specific investment arrangements.

ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you can begin participating under the Plan on your date of hire. The following describes Excluded Employees.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The employees who are excluded are:

- employees who normally work less than 20 hours per week. (However, if you actually complete a Year of Service, you will no longer be a part of this excluded class)

- employees who are enrolled as students and regularly attending classes offered by the Employer

ARTICLE II
EMPLOYEE CONTRIBUTIONS

What are elective deferrals and how do I contribute them to the Plan?

Elective Deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as an elective deferral. Your taxable income is reduced by the elective deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the elective deferrals and earnings, you will pay the taxes on those elective deferrals and the earnings. Therefore, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

You will always be 100% vested in your elective deferrals (see the Article in this summary entitled "Vesting").

Elective Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it unless notified by the Employer.

Your deferral election will also apply to irregular pay (e.g., bonuses). You may, however make a separate election to have a different amount deferred from any irregular pay (e.g., bonuses) paid to you during the year. Also, your deferral election will not apply to amounts that are taxable but not payable in cash (such as taxable fringe benefits).

Deferral modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make a new election or modify an existing election as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Plan Administrator.

Elective Deferral Limit. Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2020 is $19,500. After 2020, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2020 is $6,500. After 2020, the maximum might increase for cost-of-living adjustments.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What are rollover contributions?

Rollover contributions. Subject to the provisions of your investment arrangements and at the discretion of the Plan Administrator, you might be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" contribution and might result in tax savings to you. You may ask the Plan Administrator of the other plan or the trustee or custodian of the IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time - See "When can I get money out of the Plan?".

ARTICLE III
COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax withholding and paid to you by your Employer.

Adjustments to compensation. The following adjustments to compensation will be made:

- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:

    - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.

    - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

    - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2020 is $285,000. After 2020, the dollar limit might increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

The law imposes a limit on the amount of contributions including elective deferrals (but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2020, this total cannot exceed the lesser of $57,000 or 100% of your includible compensation (generally your compensation for the prior 12-month period, as limited under the previous question). After 2020, the dollar limit might increase for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made in this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

How is the money in the Plan invested?

The Plan assets may be invested in mutual funds and Annuity Contracts. Contact the Plan Administrator for further details regarding permissible investments.

You will be able to direct the investment of your Plan account. The Plan Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives your Employer establishes under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including your Employer and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer and the Plan Administrator will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. Subject to the terms of the investment arrangements funding the plan, the Plan might pay some or all Plan related expenses except for a limited category of expenses which the law requires your Employer to pay. The category of expenses which your Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. The expenses charged to the Plan might be charged pro rata to each Participant in relation to the size of each Participant's account balance or might be charged equally to each Participant. In addition, some types of expenses might be charged only to some Participants based upon their use of a Plan feature or receipt of a Plan distribution. Finally, the Plan might charge expenses in a different manner as to Participants who have terminated employment with your Employer versus those Participants who remain employed with your Employer.

Terminated employee. After you terminate employment, subject to the terms of the investment arrangements funding the Plan, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that might be paid just from your account subject to the terms of the investment arrangements funding the Plan. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan might incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses might be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer might, from time to time, change the manner in which expenses are allocated.

ARTICLE IV
VESTING

What is my vested interest in my account?

You are always 100% vested in all of your Plan accounts.

ARTICLE V
DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

The terms of the investment arrangements that you selected for your Plan contributions might contain additional limits on when you can take a distribution, the form of distribution that is available as well as your right to transfer among approved investment options. Please review both the following information in this summary and the terms of your investment arrangements before requesting a distribution.

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions. You may withdraw amounts from accounts for rollover contributions.

Conditions. Generally, you may receive a distribution prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 59 1/2.
- you have incurred a financial hardship as described below.
- you incur a disability (as defined in the Plan).

Additional in-service conditions. The following additional conditions apply to in-service distributions from certain accounts:

- 100% vesting required for accounts that are subject to a vesting schedule

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money on account of financial hardship if you satisfy certain conditions, subject to the rules and conditions set forth in the investment arrangements. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse or your dependents.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children or your dependents.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children or your dependents.
- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

(a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(b) You have obtained all distributions, other than hardship distributions

Restricted Amounts. Generally, the only amounts that can be distributed to you on account of a hardship from these Restricted Accounts are your elective deferrals (earnings on your elective deferrals cannot be withdrawn for a hardship). Ask the Plan Administrator if you need further details.

ARTICLE VI
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

To the extent permitted in the investment arrangements, the provisions in this Article apply to distributions from the Plan following termination of employment.

When can I get money out of the Plan?

You might be able to receive a distribution of some or all of your accounts in the Plan when you terminate employment with your Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this summary entitled "Distributions upon Death."

If you terminate employment, you will be entitled to a distribution within a reasonable time after your termination. You must consent to this distribution. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with your Employer. There might also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

Normal Retirement Age. Your Normal Retirement Age is the date you reach age 65.

Payment of benefits. Actual payment of benefits generally will not begin until you have terminated employment. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

When am I considered to be disabled under the Plan?

Definition of disability. Under the Plan, disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

How will my benefits be paid to me?

The following provisions apply to the extent permitted under the investment arrangements in which the plan assets are invested.

Lump-sum distributions. If you terminate employment and your vested account balance does not exceed $5,000, then your vested account balance might only be distributed to you in a single lump-sum payment.

Distribution methods. If you terminate employment and your vested account balance exceeds $5,000 (or another amount as provided in your investment arrangement), then your vested account balance might be distributed to you under the following methods provided they are permitted under your investment arrangements:

- a single lump-sum payment
- other options as allowed by vendor

Distribution method on or after Normal Retirement Age. If you terminate employment on or after Normal Retirement Age and your vested balance exceeds $5,000, you may elect to take installments with respect to lifetime minimum required distributions, over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies). (See "Required beginning date" below for an explanation of the commencement of minimum required distributions.)

Required beginning date. There are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 or terminate employment, whichever is later. Contact the Plan Administrator if you think you might be affected by these rules.

ARTICLE VII
DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary of your choosing.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit.

No beneficiary designation. Subject to the terms of the investment arrangements, at the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to:

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)

(c) your surviving parents, in equal shares

(d) your estate

How will the death benefit be paid to my beneficiary?

Lump-sum distribution. If the death benefit payable to your beneficiary does not exceed $5,000, then the benefit may only be paid as a lump sum.

Distribution method. Except for special distributions described below, if the death benefit payable to your beneficiary exceeds $5,000, the benefit may be paid in the methods described above under "How will my benefits be paid to me?" provided the methods are permitted under your investment arrangements. The beneficiary may choose among the then available distribution methods unless you elected the death benefit distribution method prior to your death.

When must payments be made to my beneficiary (required minimum distributions)?

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule.

If you have designated your spouse as the beneficiary, you should immediately report any change in your marital status to the Plan Administrator.

What happens if I terminate employment, commence required minimum distribution payments and then die before receiving all of my benefits?

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. Payments must generally come out at least as rapidly as the required minimum distributions. Contact the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary.

ARTICLE VIII
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional federal 10% penalty tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE IX
LOANS

Is it possible to borrow money from the Plan?

Yes, it is possible to borrow money from the Plan. Loans are permitted in accordance with the Plan Loan Policy and subject to the limitations of your investment arrangements. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

ARTICLE X
CLAIMS PROCEDURES

Can the Employer amend the Plan?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Plan Administrator or investment provider if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination.

ARTICLE XI
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Lawton Public Schools 403(b) Plan.

Plan Effective Dates

This Plan was originally effective on January 1, 2009. The amended and restated provisions of the Plan become effective on January 1, 2010. The Plan has been amended since it was originally effective and this summary reflects the provisions of the Plan in effect as of January 1, 2020.

Other Plan Information

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st.

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

Employer Information

The Employer's name, address, business telephone number and identification number are:

Lawton Public Schools
753 North Fort Sill Boulevard
Lawton, Oklahoma 73507
(580) 357-6900
73-6029956

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The name and address of the Plan's Administrator are:

403(b) ADOPTION AGREEMENT
ADMINISTRATIVE PROCEDURES ADDENDUM

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

AP1. PLAN LOAN PROVISIONS **(7.06)**. *(Complete this question only if loans to Participants are permitted (i.e., if option 14(b) of the Adoption Agreement has been selected). Choose all that apply.)*

(a) **[X] Limitation of Loan Amount.** A Participant *(Choose (1) or (2))*:
- (1) [ ] May not borrow less than $1,000 in any single loan.
- (2) [X] May not borrow less than $ As Permitted by Investment Provider (not more than $1,000) in any single loan.

(b) **[X] Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected *(Choose (1) or (2))*:
- (1) [ ] **Prime plus.** Fixed at ____% *(insert percentage)* above Wall Street Journal's published prime rate.
- (2) [X] **Specified rate:** As Permitted by Investment Provider.

(c) **[X] Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be *(Choose (1) or (2))*:
- (1) [ ] up to 15 years.
- (2) [X] up to As Permitted by Investment Provider years.

(d) **[X] Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons *(Choose one or more of (1)(a) and (2)(a))*:
- (1) [X] **Military**
  - a. [X] A Participant may suspend loan payments for military leave
- (2) [X] **Non-military**
  - a. [X] A Participant may suspend loan payments for non-military leave

(e) **[X] Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) [ ] payroll deduction for those Participants who are on the Employer's payroll
- (2) [X] ACH (Automated Clearing House)
- (3) [X] check
  - a. [X] Only for prepayment

(f) **[X] Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) [X] **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is *(Choose a. or b.)*:
  - a. [X] Not treated as an additional loan.
  - b. [ ] Treated as an additional loan.

(g) **[X] Purpose** *(Choose (1) or (2))*:
- (1) [X] Any reasonable purpose.
- (2) [ ] May not borrow except for: _____

(h) **[X] Account ordering.** Loan will come first from (Roth, pre-tax deferrals or rollover accounts): *(Choose (1) through (3))*:
- (1) [X] Participant's choice.
- (2) [ ] Plan Administrator's choice.
- (3) [ ] As follows:
  - a. [ ] first: _____
  - b. [ ] second: _____
  - c. [ ] third: _____

(i) **[X] Directed/general Plan investment** *(Choose (1) or (2))*:
- (1) [X] Directed.
- (2) [ ] General.

(j) **[X] Charges.** *(Choose (1) or (2))*:
- (1) [X] apply to borrower's account.
- (2) [ ] apply to overall Plan or Employer pays.

(k) **[X] Loan acceleration.** Upon the following *(Choose one or more of (1) and (2))*:
- (1) [ ] Separation/severance. Not applicable to parties in interest. All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
- (2) [X] Plan termination.

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(l) **[X] Loan Default.** *(Choose one or more of (1) through (3))*:
- (1) **[X]** Grace period. *(Choose a. or b.)*:
  - a. **[X]** Maximum grace period applies.
  - b. **[ ]** No grace period.
- (2) **[ ]** Includes false statements
- (3) **[X]** No new loan if *(Choose a. or b.)*:
  - a. **[ ]** Current default.
  - b. **[X]** Current or prior default.

(m) **[X] Terminated employees.** Loans to terminated employees *(Choose (1) or (2))*:
- (1) **[X]** are allowed
- (2) **[ ]** are not allowed

(n) **[X] Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected *(Choose (1) or (2))*:
- (1) **[ ]** One
- (2) **[X]** Specify: As Permitted by Investment Provider

(o) **[ ] Limitation on sources**. In determining the maximum amount a Participant can borrow, the Plan will take into consideration only the following accounts subject to limitations of the Investment Arrangement Documentation: (Choose one or more of (1) through (3) as applicable.)
- (1) **[ ]** Pre-Tax Elective Deferrals
- (2) **[ ]** Roth Elective Deferrals
- (3) **[ ]** Rollovers

AP2. ELECTIVE DEFERRAL PROCEDURES. Participants may commence Elective Deferrals on the effective date of participation.

Subsequent elections. Participants may modify or make new Elective Deferral elections:

(a) **[X]** as of each payroll period
(b) **[ ]** on the first day of each month
(c) **[ ]** on the first day of each Plan Year quarter
(d) **[ ]** on the first day of the Plan Year or the first day of the 7th month of the Plan Year
(e) **[ ]** other: _____ (must be at least once each calendar year)

Irregular pay (e.g., bonuses). Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

(f) **[X]** A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.

(g) **[ ]** A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

Escalation (leave blank if not applicable)

(h) **[ ]** Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:
- (1) **[ ]** _____% of Compensation
  - a. **[ ]** up to a maximum of _____% of Compensation (leave blank if no limit)
- (2) **[ ]** other: _____

Timing of escalation. The escalation will apply as of:
- (3) **[ ]** first day of each Plan Year
- (4) **[ ]** anniversary of date of participation
- (5) **[ ]** other: _____

First period of application. Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.
- (6) **[ ]** The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

(i) **[ ]** the Participant's Affirmative Election will resume after the suspension period.
(j) **[ ]** the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

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Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

(k) [ ] Affirmative Elections lapse at the end of each Plan Year.

AP3. BENEFICIARY HARDSHIP DISTRIBUTION. Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

(a) [ ] Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

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Plan Execution

Employer: Lawton Public Schools

Date: 3/30/2020	3/30/2020
Signed:	Paula A Dichl
CFO	Director of Payroll
Lance Gibbs	[print representative name/title] Paula Dichl

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: National Benefit Services, LLC

Address: 8523 South Redwood Road

West Jordan Utah 84088

Telephone: (801) 532-4000

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ADOPTING RESOLUTION

The undersigned authorized representative of Lawton Public Schools (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on the date specified below, and that such resolutions have not been modified or rescinded as of the signature date below:

RESOLVED, that the form of amended 403(b) Plan effective January 1, 2010, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto is a true copy of Lawton Public Schools 403(b) Plan as amended and restated.

Date: 3/30/2020

By: Lonnie Gibbs
CFO

Paula J. Diehl
[print name/title]
Director of Payroll

nbs national benefit services

APPENDIX D – 403(B) INVESTMENT ARRANGEMENT LIST

Investment Arrangement	Employer Remits Contributions to the following Vendors and Investment Arrangements	Previously approved for the receipt of Plan contributions but are NOT currently approved	Information Sharing Agreement. Vendors approved for Contract exchanges under Section 9.06(B)(3)
[X] American Century Investments	[X]	☐	[X]
[X] American Fidelity Assurance Company	[X]	☐	[X]
☐ American Funds*	☐	☐	☐
☐ American United Life (AUL)*	☐	☐	☐
☐ Americo Financial Life and Annuity Insurance Company	☐	☐	☐
[X] Ameriprise Financial Inc.	[X]	☐	[X]
☐ Ameritas Life Insurance Corporation*	☐	☐	☐
☐ Annuity Investors Life Insurance Company	☐	☐	☐
[X] Aspire Financial (Formerly 403b ASP)	[X]	☐	[X]
☐ Athene USA (formerly AVIVA)*	☐	☐	☐
[X] AXA	[X]	☐	[X]
☐ Brighthouse Financial (formerly Metlife of Ct, Metlife Ins. Co USA, Travelers)	☐	☐	☐
☐ CalSTRS Pension 2 (VOYA)	☐	☐	☐
☐ CTA (California Teachers Assoc)	☐	☐	☐
☐ CUSO Financial Services L.P.*	☐	☐	☐
☐ Encompass	☐	☐	☐
☐ Fidelity Investments Institutional Services Com.	☐	☐	☐
☐ Fidelity Security Life Insurance Company	☐	☐	☐
☐ FPS Trust FBO IPX	☐	☐	☐
☐ Foresters Financial Services (First Investors)	☐	☐	☐
[X] Franklin Templeton Investments*	[X]	☐	[X]
☐ FTJ FundChoice, LLC	☐	☐	☐
☐ Global Atlantic (formerly Commonwealth Annuity)	☐	☐	☐
[X] Great American Life Insurance Company (GALIC)	[X]	☐	[X]
☐ GWN Securities, Inc	☐	☐	☐
☐ Hartford Life Inc	☐	☐	☐
[X] Horace Mann Investors, Inc,	[X]	☐	[X]
☐ Horace Mann Life Insurance Company	☐	☐	☐
☐ ILIAC (Oklahoma Teachers Retirement Systems)*	☐	☐	☐
☐ SBL-Industrial-Alliance Pacific Life Ins Co, US Branch	☐	☐	☐
☐ ISC Group Inc.	☐	☐	☐
☐ Jefferson National Life Insurance	☐	☐	☐
☐ Kansas City Life	☐	☐	☐
☐ Global Atlantic (Kemper Investors)	☐	☐	☐
[X] Legend Group, Inc.	[X]	☐	[X]
☐ Lincoln Investment Planning, Inc.	☐	☐	☐

nbs national benefit services

APPENDIX D – 403(B) INVESTMENT ARRANGEMENT LIST

Investment Arrangement	Employer Remits Contributions to the following Vendors and Investment Arrangements	Previously approved for the receipt of Plan contributions but are NOT currently approved	Information Sharing Agreement. Vendors approved for Contract exchanges under Section 9.06(B)(3)
☐ Lincoln National Life Insurance Co (Lincoln Financial Group)	☐	☐	☐
☐ Mass Mutual Life Insurance	☐	☐	☐
☒ MetLife (formerly Metlife Investors, MetLife Resources)	☒	☐	☒
☐ Midland National	☐	☐	☐
☐ Modern Woodmen of America	☐	☐	☐
☒ National Life Group	☒	☐	☒
☐ New York Life Ins. & Annuity Corp.	☐	☐	☐
☐ North American Company for Life and Health	☐	☐	☐
☐ Oppenheimer Funds Distributor, Inc	☐	☐	☐
☐ Pacific Life Insurance Company*	☐	☐	☐
☐ PFS Investments Inc (Primerica)	☐	☐	☐
☐ PlanMember Services Corp (UMB Bank)	☐	☐	☐
☐ Putnam Investments	☐	☐	☐
☐ Security Benefit Group	☐	☐	☐
☐ Symetra Life Insurance Company*(effective 2/1/2017, no new accounts)	☐	☐	☐
☐ Thrivent Financial for Lutherans	☐	☐	☐
☐ Thrivent Mutual Funds (Thrivent Investment Management Inc.)	☐	☐	☐
☐ TIAA*	☐	☐	☐
☐ Transamerica Life Insurance Company (Transmark/AUL)	☐	☐	☐
☒ USAA Investment Management Company*	☒	☐	☒
☐ USAA Life Insurance Company*	☐	☐	☐
☐ USI Consulting*	☐	☐	☐
☐ VALIC	☐	☐	☐
☐ Vanguard Fiduciary Trust (Vanguard Group)	☐	☐	☐
☒ VOYA (ING Life Insurance & Annuity Company)	☒	☐	☒
☒ VOYA (ReliaStar Life Insurance Company)	☒	☐	☒
☒ Waddell & Reed, Inc	☒	☐	☒
☐ Western National Life Insurance Company*	☐	☐	☐
☐ Western United Life Assurance Company	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐
☐ Other _____	☐	☐	☐

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below. Do not specify the* Employer *or the* Plan Administrator *(if the Plan Administrator is either the Employer or selected by the Employer) for any function involving discretion.]*

		Employer	Plan Administrator	Vendor	Other (Specify)
a.	Determining employee eligibility to participate	[X]	[ ]	[ ]	[ ] _____
b.	Determining whether deferrals comply with plan limits and are correctly calculated	[X]	[ ]	[ ]	[X] TPA
c.	Determining whether hardship distributions and loans (if any) comply with plan requirements	N/A	[ ]	[ ]	[X] TPA
d.	Make determinations regarding rollovers and transfers	N/A	[ ]	[ ]	[X] TPA
e.	Determining the status of domestic relations orders	N/A	[ ]	[ ]	[X] TPA
f.	Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	[X]	[ ]	[ ]	[ ] _____
g.	Determining employer status (e.g., type of employer, related employer status)	[X]	[ ]	[ ]	[ ] _____
h.	Remitting contributions	[X]	[ ]	[ ]	[X] _____
i.	Delivery of participant notice	[X]	[ ]	[X]	[X] TPA
j.	Maintain employee records	[X]	[ ]	[ ]	[X] TPA
k.	Review and process claims	N/A	[ ]	[X]	[X] TPA
l.	Communication with vendor(s)	[X]	[	[X]	[X] TPA

m. Describe: _____
[On line m. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]

Effective Date of this Appendix D: January 1, 2020

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter 403(b) Plan
FFN: 315D2540722-001 Case: 201500612 EIN: 20-3886993
Letter Serial No: J500612a
Date of Submission: 05/01/2015

NATIONAL BENEFIT SERVICES LLC
8523 SOUTH REDWOOD ROAD
WEST JORDAN, UT 84088

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2017

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 403(b) of the Internal Revenue Code for use by eligible employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each eligible employer who adopts this plan.

This letter considers the changes contained in the final regulations under Code section 403(b) (sections 1.403(b)-1 through 1.403(b)-11) that were published on July 26, 2007 (72 FR 41128) and the applicable requirements of the 2012 Cumulative List of Changes in Plan Qualification Requirements contained in Notice 2012-76, 2012-62 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an eligible employer's plan satisfies Code section 403(b). However, an eligible employer that adopts this plan may rely on this letter with respect to the satisfaction of its plan under Code section 403(b), as provided for in Rev. Proc. 2013-22, 2013-18 I.R.B. 985, and outlined below. An eligible employer that adopts this Code section 403(b) volume submitter plan may rely upon an advisory letter issued for the plan that the form of the adopting eligible employer's plan satisfies the requirements of Code section 403(b) except (i) to the extent that the employer modifies the terms of the approved specimen plan (other than by selecting options that are permitted under the terms of the approved specimen plan) and (ii) if the plan is not a Code section 414(d) governmental plan or a plan of a Church or Qualified Church Controlled Organization (QCCO) as defined in Rev. Proc. 2013-22 with respect to whether nonelective contributions under the plan satisfy the requirements of Code sections 401(a)(4) and 410(b). The terms of the plan must be followed in operation.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under Code section 401(a)(9) and spousal rollover rights under Code section 402(c)(9).

In general our opinion may not be relied on with respect to the requirements of Code section 415 if the adopting eligible employer or any of its related employers maintains another Code section 403(b) plan covering any of the same participants as this Code section 403(b) plan. For this purpose, the term "related employers" means all employers that are aggregated with the adopting eligible employer under Code sections

414(b) and (c) (each as modified by IRC 415(h)), (m), and (o), including Regulation 1.414(c)-5. See Regulations 1.415(c)-1(d) and 1.415(f)-1(f) for special rules applicable to Code section 403(b) plans.

This letter may not be relied upon with respect to issues of an inherently factual nature.

This letter does not rule on whether this plan meets any requirements of a multiple employer plan.

This letter does not express an opinion with respect to the terms of any investment arrangements under the plan of any adopting eligible employer or any other documents that may be incorporated by reference into an adopting eligible employer's plan. In the event of any conflict between the terms of the plan and the terms of investment arrangements under the plan (or any other documents incorporated by reference into the plan) the terms of the plan shall govern.

This letter does not express an opinion, and may not be relied upon, with respect to whether any plan is subject to the requirements of Title I of ERISA or whether a plan satisfies any of those requirements.

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan or that the adopting employer is a Church or QCCO.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting eligible employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Karen D. Truss
Director, Employee Plans Rulings and Agreements

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter 403(b) Plan
FFN: 315D2540722-002 Case: 201500619 EIN: 20-3886993
Letter Serial No: J500634a
Date of Submission: 05/01/2015

NATIONAL BENEFIT SERVICES LLC
8523 SOUTH REDWOOD ROAD
WEST JORDAN, UT 84088

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2017

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 403(b) of the Internal Revenue Code for use by eligible employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each eligible employer who adopts this plan.

This letter considers the changes contained in the final regulations under Code section 403(b) (sections 1.403(b)-1 through 1.403(b)-11) that were published on July 26, 2007 (72 FR 41128) and the applicable requirements of the 2012 Cumulative List of Changes in Plan Qualification Requirements contained in Notice 2012-76, 2012-62 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an eligible employer's plan satisfies Code section 403(b). However, an eligible employer that adopts this plan may rely on this letter with respect to the satisfaction of its plan under Code section 403(b), as provided for in Rev. Proc. 2013-22, 2013-18 I.R.B. 985, and outlined below. An eligible employer that adopts this Code section 403(b) volume submitter plan may rely upon an advisory letter issued for the plan that the form of the adopting eligible employer's plan satisfies the requirements of Code section 403(b) except (i) to the extent that the employer modifies the terms of the approved specimen plan (other than by selecting options that are permitted under the terms of the approved specimen plan) and (ii) if the plan is not a Code section 414(d) governmental plan or a plan of a Church or Qualified Church Controlled Organization (QCCO) as defined in Rev. Proc. 2013-22 with respect to whether nonelective contributions under the plan satisfy the requirements of Code sections 401(a)(4) and 410(b). The terms of the plan must be followed in operation.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under Code section 401(a)(9) and spousal rollover rights under Code section 402(c)(9).

In general our opinion may not be relied on with respect to the requirements of Code section 415 if the adopting eligible employer or any of its related employers maintains another Code section 403(b) plan covering any of the same participants as this Code section 403(b) plan. For this purpose, the term "related employers" means all employers that are aggregated with the adopting eligible employer under Code sections

414(b) and (c) (each as modified by IRC 415(h)), (m), and (o), including Regulation 1.414(c)-5. See Regulations 1.415(c)-1(d) and 1.415(f)-1(f) for special rules applicable to Code section 403(b) plans.

This letter may not be relied upon with respect to issues of an inherently factual nature.

This letter does not rule on whether this plan meets any requirements of a multiple employer plan.

This letter does not express an opinion with respect to the terms of any investment arrangements under the plan of any adopting eligible employer or any other documents that may be incorporated by reference into an adopting eligible employer's plan. In the event of any conflict between the terms of the plan and the terms of investment arrangements under the plan (or any other documents incorporated by reference into the plan) the terms of the plan shall govern.

This letter does not express an opinion, and may not be relied upon, with respect to whether any plan is subject to the requirements of Title I of ERISA or whether a plan satisfies any of those requirements.

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan or that the adopting employer is a Church or QCCO.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting eligible employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Karen D. Truss
Director, Employee Plans Rulings and Agreements

NATIONAL BENEFIT SERVICES, LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN

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NATIONAL BENEFIT SERVICES, LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN
BASIC PLAN DOCUMENT #22

National Benefit Services, LLC, in its capacity as Volume Submitter Practitioner, sponsors this Volume Submitter Plan intended to conform to and qualify under §403(b) of the Internal Revenue Code of 1986, as amended. An Employer establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. When any provisions of this Volume Submitter Plan or the Adoption Agreement is marked "RESERVED," that means that the provision was deliberately omitted but section numbering was retained to help maintain consistency.

ARTICLE 1. DEFINITIONS

1.01 Account. Account means the account(s) maintained for the benefit of any Participant, Beneficiary, or Alternate Payee under one or more Investment Arrangements. Unless required due to an Investment Arrangement, the term "separate Account" means a separate accounting for recordkeeping purposes.

1.02 Account Balance. Account Balance means the total benefit to which a Participant, Beneficiary, or Alternate Payee is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Account, any Rollover Contributions or transfers held under the Account, and any distribution made to the Participant, the Beneficiary, or an Alternate Payee. The Account Balance includes any part of the Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. In the case of an Annuity Contract that provides additional benefits, to the extent required under the Code, such term also will include the actuarial value of the Participant's vested interest in such other benefits as determined by the Vendor.

1.03 Accumulated Benefit. Accumulated Benefit means the sum of a Participant's, Beneficiary's or Alternate Payee's Account Balances under all Investment Arrangements under the Plan.

1.04 Adoption Agreement. Adoption Agreement means the document executed by each Employer adopting this Plan. References to Adoption Agreement within this basic plan document are to the Adoption Agreement as completed and executed by a particular Employer unless the context clearly indicates otherwise. An adopting Employer's Adoption Agreement and this basic plan document together constitute a single Plan of the Employer. The Plan also includes any Investment Arrangement, and such other list(s), policies and procedures, or written document(s) (such as loan policies or service contracts), which, when properly executed or otherwise put into effect fully describe the Plan and practice of the Employer with respect to the Plan from and after the later of the initial Effective Date or restated Effective Date as set forth in the Adoption Agreement, to the extent such items do not conflict with the terms of this basic plan document and the Adoption Agreement. Each elective provision of the Adoption Agreement corresponds (by its parenthetical section reference) to the section of the Plan which grants the election. All "Section" references within an Adoption Agreement are to the basic plan document. All "Election" references within an Adoption Agreement are Adoption Agreement references. The Employer or Plan Administrator to facilitate Plan administration or to generate written policies or forms for use with the Plan may maintain one or more administrative checklists as an attachment to the Adoption Agreement or otherwise. Any such checklists are not part of the Plan.

1.05 Advisory Letter. Advisory Letter means an IRS issued advisory letter as to the acceptability of the form of a Volume Submitter Plan. For further description of advisory letters, see IRS Rev. Proc. 2013-22.

1.06 Annuity Contract. Annuity Contract means a nontransferable group or individual contract as defined in Code §§403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity. See Section 8.03. In the case of an Annuity Contract, the term "Individual Account" when used under the Plan will include individual annuity certificates issued on behalf of a Participant or Beneficiary, in addition to individual Annuity Contracts.

1.07 Appendix. Appendix means one of the Appendices to an Adoption Agreement which are expressly authorized by the Plan and as part of the Plan, are covered by the Plan's Advisory Letter. The Appendices are part of the Adoption Agreement.

1.08 Beneficiary. Beneficiary means a person or entity designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan upon the Participant's death, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Vendor has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary's right to (and the Plan Administrator's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.09 Church. Church means an organization described in Code §3121(w)(3)(A), and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches. A Church also includes a QCCO. Church does not include any other organization, whether or not that organization is controlled by or associated with a Church, as so defined.

Church-Related Organization. A Church-Related Organization means a church or convention or association of churches or other organization described in Code §414(e)(3)(A).

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Church Plan. Church Plan means a plan described in Code §414(e).

Qualified Church-Controlled Organization or QCCO. "Qualified Church-Controlled Organization" (QCCO) means an organization described in Code §3121(w)(3)(B), and generally refers to any church controlled, tax-exempt organization described in Code §501(c)(3), other than an organization which:

Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

Normally receives more than 25% of its support from either: (a) governmental sources, or (b) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

Non-Qualified Church-Controlled Organization or Non-QCCO. Non-Qualified Church-Controlled Organization (Non-QCCO) means a church-controlled, tax-exempt organization described in Code §501(c)(3) that is not a Church or a QCCO.

1.10 Code. Code means the Internal Revenue Code of 1986, as amended and includes applicable IRS Guidance.

1.11 Compensation.

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.11 unless the Plan reference, or the Employer in its Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. The Employer in its Adoption Agreement may elect to allocate contributions based on Compensation within a specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in its Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in its Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article 3. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) **W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Appendix B to its Adoption Agreement may elect to exclude from W-2 Compensation certain Employer paid or reimbursed moving expenses as described therein.

(2) **Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) **Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) **Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a SIMPLE retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) **Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

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(c) **Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) **Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections (3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** The Employer in Appendix B to its Adoption Agreement may elect to apply the 415 definition of Compensation in Treas. Reg. §1.415(c)-2(a). Under this definition, Compensation means as defined in Section (3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in the Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage. Compensation under this Section 1.11 does not include Deemed 125 Compensation, unless the Employer in Appendix B to its Adoption Agreement elects to include Deemed 125 Compensation under this Section 1.11.

(D) Elective Deferrals. Compensation under Section 1.11 includes Elective Deferrals unless the Employer in its Adoption Agreement elects to exclude Elective Deferrals. In addition, for purposes of making Elective Deferrals, Compensation means as defined in Section 1.11 and as the Employer elects in its Adoption Agreement.

(E) Compensation Dollar Limitation. For any Plan Year, the Plan Administrator in allocating contributions under Article 3, cannot take into account more than $270,000 (or for years after 2017, such larger amount as the IRS may prescribe pursuant to an adjustment made in the same manner as under Code §415(d)) of any Participant's Compensation. Notwithstanding the foregoing, an Employee under a 403(b) Plan may make Elective Deferrals with respect to Compensation which exceeds the Plan Year Compensation limitation, provided such Elective Deferrals otherwise satisfy the Elective Deferral Limit and other applicable Plan limitations. In applying any Plan limitation on the amount of Matching Contributions or any Plan limit on Elective Deferrals which are subject to Matching Contributions, where such limits are expressed as a percentage of Compensation, the Plan Administrator may apply the Compensation limit under this Section (E) annually, even if the Matching Contribution formula is applied on a per pay period basis or is applied over any other time interval which is less than the full Plan Year or the Plan Administrator may pro rate the Compensation limit. The limit under this Section (E) shall not apply to a plan maintained by a Church.

(1) **Grandfathered Governmental Plan limit.** For a restated Governmental Plan, this Section (E) will not apply to an eligible Participant to the extent it would reduce the Participant's Compensation taken into account to an amount less than the amount allowed under the Plan as in effect on July 1, 1993. An "eligible Participant" is a Participant who first became a Participant during a Plan Year beginning before January 1, 1996 (or, if earlier, the first Plan Year in which the Employer amended the Plan to reflect the limitation of Code §401(a)(17)).

(F) [Reserved]

(G) Excluded Compensation. Excluded Compensation means such Compensation as the Employer in its Adoption Agreement elects to exclude for purposes of this Section 1.11. Regardless of the definition of Compensation selected in the Adoption Agreement, the Plan Administrator may adopt a uniform policy for purposes of determining the amount of a Participant's Elective Deferrals of excluding non-cash Compensation. For purposes of this Section (G), non-cash Compensation means tips, fringe benefits, and other items of Compensation not regularly paid in cash or cash equivalents, or for which the Employer does not or may not have the ability to withhold Elective Deferrals in cash for the purpose of transmitting the Elective Deferrals to the Plan pursuant to the Participant's Deferral Election. Unless otherwise specified, the Plan Administrator shall determine the amount of a Participant's Compensation (for purposes of allocations), by disregarding Excluded Compensation.

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(H) Pre-Entry Compensation. The Employer in its Adoption Agreement for allocation purposes must elect Participating Compensation or Plan Year Compensation as to some or all Contribution Types.

(1) **Participating Compensation.** Participating Compensation means Compensation only for the period during the Plan Year in which the Participant is a Participant in the overall Plan, or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Participating Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(2) **Plan Year Compensation.** Plan Year Compensation means Compensation for a Plan Year, including Compensation for any period prior to the Participant's Entry Date in the overall Plan or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Plan Year Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(I) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in its Adoption Agreement or as the Plan otherwise provides. Post–Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section (I). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section (I), and may also include salary continuation for military service and/or for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section (I) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cash-outs, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's severance from employment.

(c) **Deferred compensation.** As used in this Section (I), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the deferred compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). This Section (2) will apply, as the Employer elects in its Adoption Agreement, either just to NHCEs (who are NHCEs immediately prior to becoming disabled) or to all Participants for a fixed or determinable period specified in the Adoption Agreement.

(J) [Reserved]

(K) Deemed Disability Compensation. The Plan does not include Deemed Disability Compensation under Code §415(c)(3)(C) unless the Employer in its Adoption Agreement elects to make Employer Contributions with respect to Deemed Disability Compensation under this Section (K). Deemed Disability Compensation is the Compensation the Participant would have received for the year if the Participant were paid at the same rate as applied immediately prior to the Participant becoming permanently and totally disabled (as defined in Code §22(e)(3)) if such deemed compensation is greater than actual Compensation as determined without regard to this Section (K). This Section (K) applies only if the affected Participant is an NHCE immediately prior to becoming disabled (or the Adoption Agreement election provides for the continuation of contributions on behalf of all such disabled participants for a fixed or determinable period) and all contributions made with respect to Compensation under this Section (K) are immediately Vested.

(L) Differential Wage Payments. Unless the Employer otherwise elects in Appendix B to its Adoption Agreement, the Plan will treat Differential Wage Payments as Compensation for all Plan contribution and benefit purposes.

(M) Includible Compensation. Includible Compensation means the Employee's Compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code §911, relating to United States citizens or residents living abroad), including Differential Wage Payments, for the most

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recent period that is a Year of 403(b) Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in the Employee's gross income but for the rules of Code §§125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any Compensation received during a period when the Employer is not an Eligible Employer or any Compensation, other than Post-Severance Compensation, paid after Severance of Employment. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in Treas. Reg. §1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of any Participant taken into account in determining contributions will not exceed $270,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B) for periods after 2017.

(N) Deemed Includible Compensation. Deemed Includible Compensation is determined on a monthly basis. A former Employee's Deemed Includible Compensation for any month is 1/12 of the amount of Compensation the former Employee received from the Employer that is includible in gross income for the most recent period (ending not later than the close of the Taxable Year) which constitutes one Year of 403(b) Service. Deemed Includible Compensation will be determined in accordance with the rules for determining Includible Compensation and in accordance with Treas. Reg. §1.403(b)-4(d). The first month in which a former Employee has Deemed Includible Compensation is the month after the Employee Separates from Service. The Deemed Includible Compensation shall continue until the last day of the fifth Taxable Year which begins after the Employee Separates from Service.

1.12 Contribution Types. Contribution Types means the contribution types required or permitted under the Plan as the Employer elects in its Adoption Agreement.

1.13 Custodial Account/Custodial Agreement. Custodial Account means the group or individual custodial account or accounts, as defined in Code §403(b)(7), established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan. A Custodial Agreement means a separate written agreement between the Participant (or Employer) and the Custodian which sets forth the terms of the Custodian's engagement. See Section 8.04.

1.14 Custodian. Custodian means a bank or person who qualifies as a non-bank custodian under Code §401(f)(2) and who accepts the position of Custodian by executing the Adoption Agreement or by executing a separate Custodial Agreement.

1.15 Defined Contribution Plan. Defined Contribution Plan means a retirement plan which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant's Account, and on any Earnings, expenses, and forfeitures which the Plan may allocate to such Participant's Account.

1.16 Defined Benefit Plan. Defined Benefit Plan means a retirement plan which does not provide for individual accounts for Employer contributions and which provides for payment of determinable benefits in accordance with the plan's formula.

1.17 Denominational Service. Denominational Service means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church. The Participant is responsible to inform the Employer of Denominational Service the Participant wishes the Plan to count.

1.18 Differential Wage Payment. Differential Wage Payment means differential wage payment as defined by Code §3401(h)(2).

1.19 Disability/Disabled. Disabled shall have the meaning provided in the Investment Arrangement. If not defined in the Investment Arrangement, Disabled means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence. The Employer in Appendix B to its Adoption Agreement can specify a different definition of Disabled which is not inconsistent with the Code and which will apply in place of the definition in the second sentence of this Paragraph. A person who is Disabled has a "Disability."

(A) Administration. For purposes of this Plan, a Participant is disabled on the date the Plan determines the Participant satisfies the definition of Disability. The Plan may require a Participant to submit to a physical examination in order to confirm the Participant's Disability. The provisions of this Section will be applied in a consistent manner. If the Plan satisfies the ERISA Safe Harbor Exemption, the Employer, in any capacity, will not have any discretionary authority to determine if a Participant has a Disability.

1.20 DOL. DOL means the U.S. Department of Labor.

1.21 Earnings. Earnings means the net income, gain or loss earned by a particular Account or with respect to a contribution or to a distribution, as the context requires.

1.22 Educational Organization. Educational Organization means an organization described under Code §170(b)(1)(A)(ii), relating to educational organizations that normally maintain a regular faculty and curriculum and normally have a regularly enrolled body of pupils or students in attendance where the educational activities are regularly carried on.

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1.23 **Effective Date.** The Effective Date of this Plan is the date the Employer elects in its Adoption Agreement. However, as to a particular provision, a different effective date may apply as this basic plan document may provide or as the Employer may elect in its Adoption Agreement, or a Participation Agreement, or in any other document which evidences the action taken. If this Plan restates a previously existing plan, the Effective Date of the provisions of this restatement do not need to be earlier than January 1, 2010. If this Plan is retroactively effective, the provisions of this Plan generally control.

1.24 **Elective Deferrals.** Elective Deferrals means a Participant's Pre-Tax Deferrals, Roth Deferrals, Automatic Deferrals and, as the context requires, Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals under the Plan, and which the Employer contributes to the Plan at the Participant's election (or automatically) in lieu of cash compensation. As to other plans, as may be relevant to the Plan, Elective Deferrals means amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457(b), and includes amounts included in the Employee's gross income under Code §402A, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) plan, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457(b) plan.

(A) Pre-Tax Deferral. Pre-Tax Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which is not a Roth Deferral.

(B) Roth Deferral. Roth Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which a Participant irrevocably designates as a Roth Deferral under Code §402A at the time of deferral and which is subject to income tax when made to the Plan. In the case of an Automatic Deferral, the Plan makes such irrevocable designation in accordance with Section 3.02(B).

(C) Automatic Deferral. See Section 3.02(B)(4)(a).

(D) Age 50 Catch-Up Deferral. See Section 3.02(E)(2).

(E) Qualified Organization Catch-Up Deferral. See Section 3.02(D)(1).

(F) One-time Irrevocable Elections. Contributions made pursuant to a Participant's one-time irrevocable election when he/she is initially eligible to make a salary reduction election are not Elective Deferrals. Contributions made pursuant to a one-time irrevocable election are Mandatory Employee Contributions under Section 1.46.

1.25 **Eligible Employee.** Eligible Employee means an Employee other than an Excluded Employee.

1.26 **Eligible Employer.** Eligible Employer means a State (but only as to a State Employee Performing Services for a Public School), or a Code §501(c)(3) organization as to any employee of the Code §501(c)(3) organization. The term "Employer" also includes any organization other than an organization described in Code §501(c)(3) that employs a minister described in Code §414(e)(5)(A)(i)(II), but solely with respect to the participation in the Plan by the minister, and only if such Employer's participation is approved by the Plan Administrator in accordance with rules and procedures adopted for such purposes. Furthermore, (1) a self-employed minister described in Code §414(e)(5)(A)(i)(I) may only participate in the Plan if the self-employed minister has no Employees, and (2) a minister described in Code §414(e)(5)(A)(i)(II) may participate in the Plan for Elective Deferrals but may only participate in the Plan with respect to Employer Contributions if such minister is an NHCE.

1.27 **Employee.** Except with regard to a Public School, Employee means any common law employee of the Employer. Employee includes, if the Plan is a Church Plan, a minister described in Code §414(e)(5)(A)(i)(II). Employee does not include an independent contractor. See also Section 1.26 with regard to Employers of ministers which are not otherwise Eligible Employers.

(A) Public School. If the Employer is a Public School, then Employee means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee of a Public School unless such office is one to which an individual is elected or appointed and only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

(B) Differential Wage Payment. An individual receiving a Differential Wage Payment from the Employer is treated as an Employee of the Employer.

1.28 **Employee Contribution.** Employee Contribution means a Participant's after-tax contribution to an Investment Arrangement which the Participant designates as an Employee Contribution at the time of contribution. Neither an Elective Deferral (Pre-Tax or Roth) nor a Mandatory Employee Contribution is an Employee Contribution.

1.29 **Employer.** Employer means each Signatory Employer, Lead Employer, Related Employer, and Participating Employer as the Plan indicates or as the context requires. The Employer also includes any successor to a Signatory Employer, Lead Employer, or Participating Employer if such Employer agrees to continue to maintain the Plan. Only an Eligible Employer may be the Signatory Employer or Participating Employer.

(A) Signatory Employer. The Signatory Employer is the Employer who establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. The Employer for purposes of acting as Plan Administrator, making Plan amendments, restating the Plan, terminating the Plan or performing settlor functions, means the Signatory Employer and

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does not include any Related Employer or Participating Employer. The Signatory Employer also may terminate the participation in the Plan of any Participating Employer upon written notice. The Signatory Employer will provide such notice not less than 30 days prior to the date of termination unless the Signatory Employer determines that the interest of Plan Participants requires earlier termination.

(B) Related Group/Related Employer. A Related Group is a controlled group of corporations (as defined in Code §414(b)), trades or businesses (whether or not incorporated) which are under common control (as defined in Code §414(c)), an affiliated service group (as defined in Code §414(m)) or an arrangement otherwise described in Code §414(o). If the Employer is a governmental employer or a Church, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23. Each Employer/member of the Related Group is a Related Employer. The term "Employer" includes every Related Employer for purposes of crediting Service and Hours of Service, determining Years of Service and Breaks in Service under Articles 2 and 4, determining Separation from Service, applying the coverage test under Code §410(b), applying the Annual Additions Limit to 403(b) plans, applying the definitions of Employee, HCE and Compensation (except as the Employer may elect in its Adoption Agreement relating to allocations), and for any other purpose the Code or the Plan require.

(C) Participating Employer. Participating Employer means a Related Employer (to the Signatory Employer or another Related Employer) which signs the Execution Page of the Adoption Agreement or a Participation Agreement to the Adoption Agreement. Only a Participating Employer (or Employees thereof) may contribute to the Plan. A Participating Employer is an Employer for all purposes of the Plan except as provided in Sections 1.29(A). If Article 10 applies, a Participating Employer includes an unrelated Employer who executes a Participation Agreement. See Section 10.02.

1.30 Employer Contribution. Employer Contribution means a Nonelective Contribution or a Matching Contribution, as the context may require.

1.31 Entry Date. Entry Date means the date(s) the Employer elects in its Adoption Agreement upon which an Eligible Employee who has satisfied the Plan's eligibility conditions and who remains employed by the Employer on the Entry Date commences participation in the Plan or in a part of the Plan. An Employee's Entry Date with regard to Elective Deferrals is the date th e Employee becomes a Participant with regard to Elective Deferrals under Article 2.

1.32 EPCRS. EPCRS means the IRS' Employee Plans Compliance Resolution System for resolving plan defects, or any successor program.

1.33 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended, and includes applicable DOL regulations.

1.34 ERISA Plan. Being an ERISA Plan means the Plan is subject to ERISA. This Plan may only be used by a governmental Employer (ERISA §§4(b)(1) and 3(32)) or by a "non-electing" church (ERISA §§4(b)(2) and 3(32)), or if the Plan satisfies the ERISA Safe Harbor Exemption.

(A) ERISA Safe Harbor Exemption. ERISA Safe Harbor Exemption means the exemption established by DOL Reg. §2510.3-2(f), under which the Plan, if otherwise subject to Title I of ERISA, is not an ERISA Plan, as explained in DOL Field Assistance Bulletins 2007-02 and 2010-01 or any other applicable DOL guidance. If the Plan intends to qualify for the ERISA Safe Harbor Exemption, the Plan will allocate the responsibility for performing discretionary determinations that will compromise the exemption to persons other than the Employer. See Section 7.01(H). To qualify for the exemption, there can be no Employer contributions other than Elective Deferrals.

1.35 Excluded Employee. Excluded Employee means, as the Employer elects in its Adoption Agreement, any Employee, or class of Employees, not eligible to participate in the Plan with regard to a specific Contribution Type. The Employer must elect any Excluded Employees in accordance with the Adoption Agreement limitations. The Employer in the Adoption Agreement may designate different groups of Excluded Employees for each Contribution Type. The Adoption Agreement may specify that Employee s who fail to make an irrevocable election described in Section 1.24(F) are Excluded Employees, either as to the Plan as a whole or as to Employer Contributions.

(A) Collective Bargaining Employees. If the Employer elects in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes other than making Elective Deferrals, the exclusion applies to any Employee included in a unit of Employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if: (1) retirement benefits were the subject of good faith bargaining; and (2) two percent or fewer of the employees covered by the agreement are "professional employees" as defined in Treas. Reg. §1.410(b)-9, unless the collective bargaining agreement requires the Employee to be included within the Plan. The term "employee representatives" does not include any organization more than half the members of which are owners, officers, or executives of the Employer. Regardless of the preceding, the Employer may elect in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes of making Elective Deferrals if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12).

(B) Nonresident Aliens. If the Employer elects in its Adoption Agreement to exclude nonresident aliens from eligibility to participate, the exclusion applies to any nonresident alien Employee who does not receive any earned income, as defined in Code §911(d)(2), from the Employer which constitutes United States source income, as defined in Code §861(a)(3).

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(C) Student Employees. If the Employer elects in its Adoption Agreement to exclude Student Employees, the exclusion applies to students performing services described in Code §3121(b)(10).

(D) Reclassified Employees. A Reclassified Employee is an Excluded Employee for purposes of Employer Contributions (and for purposes of Elective Deferrals if the Employer is a Church) unless the Employer in Appendix B to its Adoption Agreement elects: (a) to include all Reclassified Employees as Eligible Employees; (b) to include one or more categories of Reclassified Employees as Eligible Employees; or (c) to include Reclassified Employees (or one or more groups of Reclassified Employees) as Eligible Employees as to one or more Contribution Types. A Reclassified Employee is any person the Employer erroneously did not treat as a common law employee and it is later determined (irrespective of a binding determination) that the person should have been treated as a common law employee. A person who is an independent contractor is not an Employee or, absent such later determination, a Reclassified Employee, and therefore may not be an Eligible Employee under this Plan.

(E) Employees who normally work less than 20 hours per week. The Employer in its Adoption Agreement may elect to exclude any Employee who normally works less than 20 hours per week. Under this election, an Employee is excluded from the Plan provided (1) for the Initial Eligibility Computation Period, the Employer reasonably expected the Employee to work less than 1,000 Hours of Service in such period; and (2) for each Subsequent Eligibility Computation Period, except as provided below in this Paragraph, the Employee worked less than 1,000 Hours of Service in any preceding Eligibility Computation Period. The provisions of Section 2.02(C) apply by analogy to the determination of Eligibility Computation Periods and Service within an Eligibility Computation Period. The Employer in the Adoption Agreement may select a lesser threshold than 20 hours per week. In that case, the 1,000 Hour of Service requirement will be adjusted pro rata. Except as limited by the following sentence, any Employee who completes more than 1,000 Hours of Service during an Eligibility Computation Period will not be an Excluded Employee under this Section 1.35(E) for any subsequent Plan Year. The preceding sentence does not apply (1) with respect to any contributions if the Employer is a Church, or (2) with respect to Employer Contributions if the Employer is not a Church. For purposes of this exclusion, the Plan Administrator may use any reasonable, consistent method of crediting Hours of Service, regardless of the method elected in the Adoption Agreement for other purposes.

(F) Transition rules. Unless the Employer indicates otherwise in Appendix B to its Adoption Agreement, the Plan excludes for purposes of making Elective Deferrals employees described in Treas. Reg. §1.403(b)-11(d), to the extent and for the time periods specified therein. Under these rules, if the Plan excluded from deferring, on July 26, 2007, certain visiting professors, employees affiliated with a religious order who are under a vow of poverty, or employees who made a one-time election to participate in a Governmental Plan that is not a 403(b) plan, then the Plan may maintain that exclusion during the plan year which began in 2009. Additionally, if the Plan excluded from deferring, on July 26, 2007, certain collective bargaining employees, then the Plan may maintain that exclusion until July 26, 2010, or, if earlier, the date on which the related collective bargaining agreement terminates. If the Plan is a Governmental Plan for which amendment authority rests with a legislative body which meets in session, then the foregoing deadlines are extended to January 1, 2011, or, if earlier, the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after January 1, 2009.

(G) Per Diem Employees. If the Employer elects in its Adoption Agreement to exclude Per Diem Employees, then Employees who are employed on an as-needed basis by the Employer are excluded.

1.36 401(m) Plan. 401(m) Plan means the portion, if any, of the 403(b) plan or another plan the Employer establishes, subject to the requirements of Code §401(m).

1.37 403(b) Plan. 403(b) Plan means this 403(b) plan.

1.38 Governmental Plan. Governmental Plan means a plan maintained by a State and described in Code §414(d).

1.39 HCE. HCE means a highly compensated Employee, defined under Code §414(q) as an Employee who during the preceding Plan Year (or in the case of a short Plan Year, the immediately preceding 12 month period) had Compensation in excess of $80,000 (as adjusted by the IRS for the relevant year) and, if the Employer under its Adoption Agreement makes the top-paid group election, was part of the top-paid 20% group of Employees (based on Compensation for the preceding Plan Year).

(A) Compensation Definition. For purposes of this Section 1.39, "Compensation" means Compensation as defined in Section 4.05(D).

(B) Top-paid Group/Calendar Year Data. The determination of who is an HCE, including the determinations of the number and identity of the top-paid 20% group, must be consistent with Code §414(q) and regulations issued under that Code section. The Employer in its Adoption Agreement may make a calendar year data election to determine the HCEs for the Plan Year, as prescribed by IRS Guidance. A calendar year data election must apply to all plans of the Employer which reference the HCE definition in Code §414(q). For purposes of this Section 1.39, if the current Plan Year is the first year of the Plan, then the term "preceding Plan Year" means the 12-consecutive month period immediately preceding the current Plan Year.

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1.40 Hour of Service. Hour of Service means:

(A) Paid and duties. Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. The Plan credits Hours of Service under this Paragraph (A) to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

(B) Back pay. Each Hour of Service for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan credits Hours of Service under this Paragraph (B) to the Employee for the computation period(s) to which the award or the agreement pertains rather than for the computation period in which the award, agreement or payment is made; and

(C) Payment but no duties. Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty or military duty. The Plan will credit no more than 501 Hours of Service under this Paragraph (C) to an Employee on account of any single continuous period during which the Employee does not perform any duties (whether or not such period occurs during a single computation period). The Plan credits Hours of Service under this Paragraph (C) in accordance with the rules of paragraphs (b) and (c) of Labor Reg. §2530.200b-2, which the Plan, by this reference, specifically incorporates in full within this Paragraph (C).

The Plan will not credit an Hour of Service under more than one of the above Paragraphs (A), (B) or (C). A computation period for purposes of this Section 1.40 is the Plan Year, Year of Service period, Break in Service period or other period, as determined under the Plan provision for which the Plan is measuring an Employee's Hours of Service. The Plan will resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

(D) Method of Crediting Hours of Service. The Employer must elect in its Adoption Agreement the method the Plan will use in crediting an Employee with Hours of Service and the purpose for which the elected method will apply.

(1) **Actual Method.** Under the Actual Method as determined from records, an Employee receives credit for Hours of Service for hours worked and hours for which the Employer makes payment or for which payment is due from the Employer.

(2) **Equivalency Method.** Under an Equivalency Method, for each equivalency period for which the Plan would credit the Employee with at least one Hour of Service, the Plan will credit the Employee with: (1) 10 Hours of Service for a daily equivalency; (2) 45 Hours of Service for a weekly equivalency; (3) 95 Hours of Service for a semimonthly payroll period equivalency; and (4) 190 Hours of Service for a monthly equivalency.

(3) **Elapsed Time Method.** Under the Elapsed Time Method, an Employee receives credit for Service for the aggregate of all time periods (regardless of the Employee's actual Hours of Service) commencing with the Employee's Employment Commencement Date, or with his/her Re-employment Commencement Date, and ending on the date a Break in Service begins. An Employee's Employment Commencement Date or his/her Re-employment Commencement Date begins on the first day he/she performs an Hour of Service following employment or re-employment. In applying the Elapsed Time Method, the Plan will credit an Employee's Service for any Period of Severance of less than 12-consecutive months and will express fractional periods of Service in days.

(a) **Elapsed Time – Break in Service.** Under the Elapsed Time Method, a Break in Service is a Period of Severance of at least 12-consecutive months. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date the Employee is otherwise absent from Service does not constitute a Break in Service.

(b) **Elapsed Time – Period of Severance.** A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged, or dies or if earlier, the first 12-month anniversary of the date on which the Employee otherwise is absent from Service for any other reason (including disability, vacation, leave of absence, layoff, etc.).

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(E) Maternity/Paternity Leave/Family and Medical Leave Act. Solely for purposes of determining whether an Employee incurs a Break in Service under any provision of this Plan, the Plan must credit Hours of Service during the Employee's unpaid absence period: (1) due to maternity or paternity leave; or (2) as required under the Family and Medical Leave Act. An Employee is on maternity or paternity leave if the Employee's absence is due to the Employee's pregnancy, the birth of the Employee's child, the placement with the Employee of an adopted child, or the care of the Employee's child immediately following the child's birth or placement. The Plan credits Hours of Service under this Section 1.40(E) on the basis of the number of Hours of Service for which the Employee normally would receive credit or, if the Plan cannot determine the number of Hours of Service the Employee would receive credit for, on the basis of 8 hours per day during the absence period. The Plan will credit only the number (not exceeding 501) of Hours of Service necessary to prevent an Employee's Break in Service. The Plan credits all Hours of Service described in this Section 1.40(E) to the computation period in which the absence period begins or, if the Employee does not need these Hours of Service to prevent a Break in Service in the computation period in which his/her absence period begins, the Plan credits these Hours of Service to the immediately following computation period.

(F) Qualified Military Service. Hour of Service also includes any Service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u).

1.41 Insurance Company. Insurance Company means the insurance company which issues or provides an Annuity Contract used as an Investment Arrangement hereunder.

1.42 Investment Arrangement/Investment Arrangement Documentation. Investment Arrangement means an Annuity Contract or Custodial Account that satisfies the requirements of Treas. Reg. §1.403(b)-3 that is issued or established for funding amounts held under the Plan. Appendix "D" is a list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. Investment Arrangement Documentation means the terms and agreements associated with an Investment Arrangement, such as a Custodial Agreement, an Annuity Contract, or other documents that Investment Arrangement Documentation may reference, such as a service agreement. The Investment Arrangement Documentation, excluding those terms that are inconsistent with the Plan or Code §403(b), is hereby incorporated by reference in the Plan. With respect to any Participant, an Investment Arrangement refers to the Investment Arrangement or Investment Arrangements which hold all or part of the Participant's Account.

1.43 IRS. IRS means the Internal Revenue Service. When discussing regulations or other guidance, IRS also includes the United States Treasury. IRS Guidance includes Treasury regulations and other guidance of general applicability appearing in the Internal Revenue Bulletin.

1.44 [Reserved]

1.45 Limitation Year. The Limitation Year means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 4.04, the Limitation Year shall be the Limitation Year in the Defined Contribution Plan controlled by the Participant.

1.46 Mandatory Employee Contributions. A Mandatory Employee Contribution is a pre-tax Employee contribution which the Employee agrees to make as a condition of employment. Mandatory Employee Contributions also include contributions made pursuant to an Employee's irrevocable one-time election, as described in Section 1.24(F). Mandatory Employee Contributions are treated as pretax Nonelective Contributions and are 100% Vested at all times.

1.47 Matching Contribution. Matching Contribution means a fixed or discretionary contribution the Employer makes on account of Elective Deferrals or on account of Employee Contributions. Matching Contributions are limited to contributions made on account of Elective Deferrals or Employee Contributions under this Plan unless otherwise specified by the Employer in its Adoption Agreement. Matching Contributions also include Participant forfeitures allocated on account of such Elective Deferrals or Employee Contributions.

(A) Fixed Matching Contribution. Fixed Matching Contribution means a Matching Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula in the Adoption Agreement. Under the formula, the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Elective Deferrals or Employee Contributions eligible for a match.

(B) Discretionary Matching Contribution. Discretionary Matching Contribution means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. The Employer retains discretion over the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "matching formula"), except as the Employer otherwise elects in its Adoption Agreement.

(C) Regular Matching Contribution. A Regular Matching Contribution is a Matching Contribution which is not a Safe Harbor Matching Contribution or an Additional Matching Contribution.

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1.48 Nonelective Contribution. Nonelective Contribution means a fixed or discretionary Employer Contribution which is not a Matching Contribution.

(A) Fixed Nonelective Contribution. Fixed Nonelective Contribution means a Nonelective Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula (based on Compensation of Participants who will receive an allocation of the contributions or otherwise) in the Adoption Agreement. See Section 3.04(A)(2).

(B) Discretionary Nonelective Contribution. Discretionary Nonelective Contribution means a Nonelective Contribution which the Employer in its sole discretion elects to make to the Plan. See Section 3.04(A)(1).

(C) QNEC. QNEC means a qualified nonelective contribution which is 100% Vested at all times and which is subject to the distribution restrictions described in Section 6.01(E). Nonelective Contributions are not 100% Vested at all times if the Employee has a 100% Vested interest solely because of his/her Years of Service taken into account under a vesting schedule. Any Nonelective Contributions allocated to a Participant's QNEC Account under the Plan automatically satisfy and are subject to the QNEC definition.

1.49 NHCE. NHCE means a nonhighly compensated employee, which is any Employee who is not an HCE.

1.50 Participant. Participant means an Eligible Employee who becomes a Participant in accordance with the provisions of Section 2.01. Once an Eligible Employee becomes a Participant, he or she will remain a Participant so long as he or she has an Account in the Plan.

1.51 Participation Agreement. Participation Agreement means the Adoption Agreement page or pages or other separate agreement executed by one or more Related Employers (or in a multiple employer plan, other Eligible Employers) to become a Participating Employer.

(A) Permissible variations of participation agreement. The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Signatory Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Signatory Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the Signatory Employer.

1.52 Plan. Plan means the 403(b) Plan established or continued by the Employer in the form of this Volume Submitter Plan, including the Adoption Agreement under which the Employer has elected to establish this Plan. The Plan is not intended to be a Code §§401(a), 403(a) or 457(b) plan. The Employer must designate the name of the Plan in its Adoption Agreement. An Employer may execute more than one Adoption Agreement offered under this Plan, each of which will constitute a separate Plan established or continued by that Employer. The Plan created by each adopting Employer is a separate Plan, independent from the plan of any other employer adopting this Volume Submitter Plan. All section references within this basic plan document are Plan section references unless the context clearly indicates otherwise. The Plan includes any Appendix permitted by the basic plan document or by the Employer's Adoption Agreement and which the Employer attaches to its Adoption Agreement. The Plan Administrator or others, as described more fully in Section 1.53 may perform any action the Plan is to perform hereunder.

(A) Frozen Plan. See Section 3.01(F).

1.53 Plan Administrator. Plan Administrator means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Plan Administrator is identified in the Adoption Agreement, then the Employer is the Plan Administrator. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). If the Employer is the Plan Administrator, any requirement under the Plan for communication between the Employer and the Plan Administrator automatically is deemed satisfied, and the Employer has discretion to determine the manner of documenting any decision deemed to be communicated under this provision. See Section 7.02(F) regarding delegation of authority in general and Section 7.01(H) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

1.54 Plan Year. Plan Year means the consecutive month period the Employer specifies in its Adoption Agreement.

1.55 Practitioner. The Practitioner means the Volume Submitter Practitioner identified in the heading to the plan.

1.56 [Reserved]

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1.57 Public School. Public School means a State-sponsored Educational Organization.

1.58 QDRO. QDRO means a qualified domestic relations order under Code §414(p). A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, made pursuant to the domestic relations law of any State.

1.59 Qualified Military Service. Qualified Military Service means qualified military service as defined in Code §414(u)(5). Notwithstanding any provision in the Plan to the contrary, as to Qualified Military Service, the Plan will credit Service under Section 1.40(C), the Employer will make contributions to the Plan and the Plan will provide benefits in accordance with Code §414(u).

1.60 Restated Plan. A Restated Plan means a plan the Employer adopts in substitution for, and in amendment of, an existing plan, as the Employer elects in its Adoption Agreement. The provisions of this Plan, as a Restated Plan, apply solely to an Employee whose employment with the Employer terminates on or after the restated Effective Date of the Plan, except as otherwise set forth in the Adoption Agreement.

1.61 [Reserved]

1.62 Rollover Contribution. A Rollover Contribution means an amount of cash or property (including a Participant loan from another plan subject to the rules of the Vendor) which the Code permits an Eligible Employee or Participant to transfer directly or indirectly to this Plan from another Eligible Retirement Plan (or vice versa) within the meaning of Code §402(c)(8)(B) and Section 6.08(F)(2), except that the Plan may permit an In-Plan Roth Rollover Contribution as provided in Section 3.08(E).

(A) In-Plan Roth Rollover Contribution. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of Protected Benefits in accordance with clause (c) of Section 3.08(E)(3)(d).

(B) In-Plan Roth Rollover Contribution Account. An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

1.63 [Reserved]

1.64 Salary Reduction Agreement. A Salary Reduction Agreement means a Participant's written election to reduce his or her Compensation (and have that amount contributed as Elective Deferrals to the Plan).

1.65 Separation from Service/Severance from Employment. "Severance from Employment" or "Separation from Service" occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under Treas. Reg. §1.403(b)-2(b)(8), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an Eligible Employer or (b) the Employee is employed or in a capacity that is not employment with an eligible employer.

1.66 Service. Service means any period of time the Employee is in the employ of the Employer, including any period the Employee is on an unpaid leave of absence authorized by the Employer under a uniform policy applicable to all Employees. See Section 1.29(B) related to Service for Related Employers.

(A) Predecessor Employer. A Predecessor Employer is an employer that previously employed one or more of the Employees.

(B) Predecessor Employer Service. If the Employer maintains (by adoption, plan merger or transfer) the plan of a Predecessor Employer, service of the Employee with the Employer.

(C) Elective Service Crediting. Except as provided in Section 1.66(B), the Plan does not credit Service with the Predecessor Employer unless the Employer, in its Adoption Agreement (or in a Participation Agreement, if applicable) elects to credit designated Predecessor Employer Service and specifies the purposes for which the Plan will credit service with that Predecessor Employer. Unless the Employer under its Adoption Agreement provides for this purpose specific Entry Dates, an Employee who satisfies the Plan's eligibility condition(s) by reason of the crediting of Predecessor Employer Service will enter the Plan in accordance with the provisions of Article 2 as if the Employee were a re-employed Employee on the first day the Plan credits Predecessor Employer Service.

1.67 State. State means a State, a political subdivision of a State, or any agency of instrumentality of a State, and includes the District of Columbia. In determining whether an individual is a Public School Employee, a State includes an Indian tribal government.

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1.68 **Successor Plan.** Successor Plan means a plan in which at least 50% of the Eligible Employees of the first Plan Year were eligible under another 403(b) Plan maintained by the Employer in the prior Plan Year.

1.69 **Taxable Year.** Taxable Year means the taxable year of a Participant.

1.70 **Vested.** Vested means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant's Accumulated Benefit or to a portion thereof if not 100% vested.

1.71 **USERRA.** USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

1.72 **Vendor.** Vendor means the provider of an Annuity Contract or Custodial Account, as the context requires. With regard to an Investment Arrangement, the Vendor is the provider of that Investment Arrangement. With regard to a Participant, the Vendor is the provider of any Investment Arrangement holding an Account for the Participant.

1.73 **Year of 403(b) Service.** For purposes of determining Includible Compensation or Special Catch-Up Contributions, Year of 403(b) Service means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer, determined under Treas. Reg. §1.403(b)-4(e). An Employee's number of Years of 403(b) Service equals the aggregate of such years or parts of years. The work period is the Employer's annual work period.

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ARTICLE 2. ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Eligible Employee becomes a Participant in the Plan in accordance with the eligibility conditions the Employer elects in its Adoption Agreement. The Employer may elect different age and service conditions for different Contribution Types under the Plan.

(A) Elective Deferrals/Universal Availability. The provisions of this Section 2.01(A) apply if the Employer is not a Church or if the Employer does not maintain another plan that satisfies the universal availability requirements of Code §403(b)(12). An Employee, other than an Excluded Employee with regard to Elective Deferrals, becomes a Participant in the Elective Deferral portion of the Plan on the date the Employer provides the Employee a participant notice of the right to defer. The Employer will provide such a notice to the Employee within 30 days after commencement of employment (or, if later, 30 days after the date the Employee ceases to be an Excluded Employee). If the Plan places any restrictions on a Participant's right to make a deferral election, the Participant, at a minimum, must have the right to make an initial deferral election within a 30-day period following the date the notice is provided. In no event may a Participant's deferral election be effective prior to the Effective Date of the Plan. For purposes of this Paragraph, an Employee of a Related Employer that is not a Participating Employer is an Excluded Employee with respect to Elective Deferrals.

(B) Other Contributions. The provisions of this Section 2.01(B) apply to Employer Contributions and Employee Contributions, and do not apply to Elective Deferrals. However, if the Employer is a Church or if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12), then the provisions of this Section 2.01(B) also apply to Elective Deferrals.

(1) **Eligibility Conditions.** The Employer in its Adoption Agreement will elect the age and service conditions applicable to Employer Contributions or Employee Contributions (or Elective Deferrals if the Employer is a Church), if any. For purposes of an Eligible Employee's participation in Employer Contributions or Employee Contributions, the Plan may not impose an age condition exceeding age 21 and may not require completion of more than one Year of Service, except as provided under Sections 2.02(E), (G), or (H).

(2) **New Plan.** Any Eligible Employee who has satisfied the Plan's eligibility conditions and who has reached his/her Entry Date as of the Effective Date is eligible to participate as of the Effective Date, assuming the Employer continues to employ the Employee on that date. Any other Eligible Employee becomes eligible to participate: (1) upon satisfaction of the eligibility conditions and reaching his/her Entry Date; or (2) upon reaching his/her Entry Date if such Employee had already satisfied the eligibility conditions prior to the Effective Date.

(3) **Restated Plan.** If this Plan is a Restated Plan, each Employee who was a Participant in the Plan on the day before the restated Effective Date continues as a Participant in the Restated Plan, irrespective of whether he/she satisfies the eligibility conditions of the Restated Plan, unless the Employer provides otherwise in its Adoption Agreement.

(4) **Special Eligibility Effective Date (Dual Eligibility).** The Employer in its Adoption Agreement may elect to provide a special Effective Date for the Plan's eligibility conditions, with the effect that such conditions may apply only to Employees who are employed by the Employer after a specified date.

2.02 APPLICATION OF SERVICE CONDITIONS. The Plan Administrator will apply this Section 2.02 in administering the Plan's eligibility service condition(s) for Employer Contributions, Mandatory Employee Contributions and Employee Contributions (and, if the Employer is a Church or the Employer maintains another plan that satisfies the universal availability requirements, Elective Deferrals), if any. Except with regard to a Church, this Section will not apply to Elective Deferrals.

(A) Definition of Year of Service. A Year of Service for purposes of an Employee's participation in the Plan, means the applicable Eligibility Computation Period under Section 2.02(C), during which the Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Eligibility Computation Period.

(B) Counting Years of Service. For purposes of an Employee's participation in the Plan, the Plan counts all of an Employee's Years of Service, except as provided in Section 2.03.

(C) Initial and Subsequent Eligibility Computation Periods. If the Plan requires one Year of Service for eligibility and an Employee does not complete one Year of Service during the Initial Eligibility Computation Period, the Plan measures Subsequent Eligibility Computation Periods in accordance with the Employer's election in its Adoption Agreement. If the Plan measures Subsequent Eligibility Computation Periods on a Plan Year basis, an Employee who receives credit for the required number of Hours of Service during the Initial Eligibility Computation Period and also during the first applicable Plan Year receives credit for two Years of Service under Article 2.

(1) **Definition of Eligibility Computation Period.** An Eligibility Computation Period is a 12-consecutive month period.

(2) **Definition of Initial Eligibility Computation Period.** The "Initial Eligibility Computation Period" is the Employee's Anniversary Year which begins on the Employee's Employment Commencement Date.

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(3) **Definition of Anniversary Year.** An Employee's "Anniversary Year" is the 12-consecutive month period beginning on the Employee's Employment Commencement Date or on anniversaries thereof.

(4) **Definitions of Employment Commencement Date/Re-Employment Commencement Date.** An Employee's Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer. An Employee's Re-Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer after the Employer re-employs the Employee.

(5) **Definition of Subsequent Eligibility Computation Period.** A Subsequent Eligibility Computation Period is any Eligibility Computation Period after the Initial Eligibility Computation Period, as the Employer elects in its Adoption Agreement.

(D) Entry Date. The Employer in its Adoption Agreement elects the Entry Date(s) and elects whether such Entry Date(s) are retroactive, coincident with or next following an Employee's satisfaction of the Plan's eligibility conditions. The Employer may elect to apply different Entry Dates to different Contribution Types.

(1) **Definition of Entry Date.** See Section 1.31.

(E) Alternative Service Conditions. The Employer in its Adoption Agreement may elect to impose for eligibility a condition of less than one Year of Service or of more than one Year of Service, but not exceeding two Years of Service. If the Employer elects an alternative Service condition to one Year of Service or two Years of Service, the Employer must elect in its Adoption Agreement the Hour of Service and other requirement(s), if any, after the Employee completes one Hour of Service. Under any alternative Service condition election, the Plan may not require an Employee to complete more than one Year of Service (1,000 Hours of Service in 12-consecutive months) or two Years of Service if applicable.

(1) **[Reserved]**

(2) **[Reserved]**

(3) **Months and days.** The Plan Administrator may, on a uniform and consistent basis, apply Plan provisions relating to months based on a 30-day month, or may adopt other reasonable conventions as it may deem beneficial for efficient Plan administration.

(F) Equivalency or Elapsed Time. If the Employer in its Adoption Agreement elects to apply the Equivalency Method or the Elapsed Time Method in applying the Plan's eligibility Service condition, the Plan Administrator will credit Service in accordance with Sections 1.40(D)(2) and (3).

(G) Governmental and Church Plans. The limitations of this Article on age and service requirements and selection of Entry Dates will not apply if the Plan is a Governmental Plan or a Church Plan.

(H) Maximum age for educational institution. If (1) this Plan is maintained exclusively for Employees of an educational organization as defined in Code §170(b)(1)(A)(ii); (2) the Plan does not require more than one Year of Service as a condition for entry; and (3) the Plan provides full vesting after no more than one Year of Service, the maximum age restriction of Section 2.01(B)(1) is applied by substituting "26" for "21."

2.03 BREAK IN SERVICE – PARTICIPATION. The Plan Administrator will apply this Section 2.03 if any Break in Service rule applies under the Plan. The Break in Service rules do not apply to Elective Deferrals.

(A) Definition of Break in Service. For purposes of this Article 2, an Employee incurs a Break in Service if during any applicable Eligibility Computation Period he/she does not complete more than 500 Hours of Service with the Employer. The Eligibility Computation Period under this Section 2.03(A) is the same as the Eligibility Computation Period the Plan uses to measure a Year of Service under Section 2.02. On a uniform basis, the Plan Administrator may disregard a Break in Service for an Eligibility Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service under Section 1.40(D)(3), a Participant incurs a "Break in Service" if the Participant has a Period of Severance of at least 12 consecutive months.

(B) Two Year Eligibility. If the Employer under the Adoption Agreement elects a two Years of Service eligibility condition, an Employee who incurs a one year Break in Service prior to completing two Years of Service: (1) is a new Employee, on the date he/she first performs an Hour of Service for the Employer after the Break in Service; (2) the Plan disregards the Employee's Service prior to the Break in Service; and (3) the Employee establishes a new Employment Commencement Date for purposes of the Initial Eligibility Computation Period under Section 2.02(C).

(C) USERRA. An Employee who has completed Qualified Military Service and who the Employer has rehired under USERRA, does not incur a Break in Service under the Plan by reason of the period of such Qualified Military Service.

(D) Adoption Agreement provisions. The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of eligibility for Employer Contributions, based on Separation from Service, of Break in Service.

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2.04 PARTICIPATION UPON RE-EMPLOYMENT. The provisions of Paragraphs (A), (B), and (C) of this Section 2.04 apply to Employer Contributions, Employee Contributions and (if the Employer is a Church), Elective Deferrals. An Employee who incurs a Separation from Service will enter or re-enter the Plan as a Participant for purposes of Elective Deferrals on his/her Re-employment Commencement Date (provided he/she is not an Excluded Employee), unless the Employer is a Church.

(A) Rehired Participant/Immediate Re-Entry. A Participant who incurs a Separation from Service will re-enter the Plan as a Participant on the date of his/her Re-Employment Commencement Date (provided he/she is not an Excluded Employee), subject to any Break in Service rule, if applicable, under Section 2.03.

(B) Rehired Eligible Employee Who Had Satisfied Eligibility. An Eligible Employee who satisfies the Plan's eligibility conditions, but who incurs a Separation from Service prior to becoming a Participant, subject to any Break in Service rule, if applicable, under Section 2.03, will become a Participant on the later of: (1) the Entry Date on which he/she would have entered the Plan had he/she not incurred a Separation from Service; or (2) his/her Re-Employment Commencement Date.

(C) Rehired Eligible Employee Who Had Not Satisfied Eligibility. An Eligible Employee who incurs a Separation from Service prior to satisfying the Plan's eligibility conditions, becomes a Participant in accordance with the Employer's Adoption Agreement elections. The Plan Administrator, for purposes of applying any shift in the Eligibility Computation Period, takes into account the Employee's prior Service and the Employee is not treated as a new hire.

2.05 CHANGE IN EMPLOYMENT STATUS. The Plan Administrator will apply this Section 2.05 if the Employer in its Adoption Agreement elected to exclude any Employees as Excluded Employees. Although the provisions of this Section describe exclusion from the Plan as a whole, the Plan Administrator will apply the principles of this Section as appropriate to an individual excluded from one or more Contribution Types, as authorized in Section 1.35.

(A) Participant Becomes an Excluded Employee. If a Participant has not incurred a Separation from Service but becomes an Excluded Employee, during the period of exclusion the Excluded Employee: (i) will not share in the allocation of any Employer Contributions or Participant forfeitures, based on Compensation paid to the Excluded Employee during the period of exclusion; (ii) may not make Employee Contributions or, unless permitted by the Vendor, Rollover Contributions; and (iii) may not make Elective Deferrals as to Compensation paid to the Excluded Employee during the period of exclusion.

(1) **Vesting, accrual, Break in Service and Earnings.** A Participant who becomes an Excluded Employee under this Section 2.05(A) continues: (a) to receive Service credit for vesting under Article 5 for each included vesting Year of Service; (b) to receive Service credit for applying any allocation conditions under Section 3.06 as to Employer Contributions accruing for any non-excluded period; (c) to receive Service credit in applying the Break in Service rules; and (d) to share fully in Earnings under Article 7.

(2) **Resumption of Eligible Employee status.** If a Participant who becomes an Excluded Employee subsequently resumes status as an Eligible Employee, the Participant will participate in the Plan immediately upon resuming eligible status, subject to the Break in Service rules, if applicable, under Section 2.03.

(B) Excluded Employee Becomes Eligible. If an Excluded Employee who is not a Participant becomes an Eligible Employee, he/she will participate immediately in the Plan if he/she has satisfied the Plan's eligibility conditions and would have been a Participant had he/she not been an Excluded Employee during his/her period of Service. An Excluded Employee receives Service credit for eligibility, for allocation conditions under Section 3.06 (but the Plan disregards Compensation paid while excluded) and for vesting under Article 5 for each included vesting Year of Service, notwithstanding the Employee's Excluded Employee status.

2.06 TERMINATION OF PARTICIPATION. Once an Eligible Employee becomes a Participant, he or she will continue to be a Participant until the Plan distributes the Participant's entire Account Balance.

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ARTICLE 3. PLAN CONTRIBUTIONS AND FORFEITURES

3.01 CONTRIBUTION TYPES. The Employer in its Adoption Agreement will elect the Contribution Type(s) and any formulas, allocation methods, conditions and limitations applicable thereto, except where the Plan expressly reserves discretion to the Employer or to the Plan Administrator.

(A) Application of Limits. The Employer will not make a contribution to an Investment Arrangement for any Plan Year to the extent the contribution would exceed any Article 4 limit or other Plan limit.

(B) Compensation for Allocations/Limit. The Plan will allocate all Employer Contributions and Elective Deferrals based on the definition of Compensation the Employer elects in its Adoption Agreement for a particular Contribution Type. Except for a Plan maintained by a Church, the Plan Administrator in allocating such contributions must limit each Participant's Compensation in accordance with the provisions of Section 1.11(E).

(C) Allocation Conditions. The Plan Administrator will allocate Employer Contributions only to those Participants who satisfy the Plan's allocation conditions under Section 3.06, if any, for the Contribution Type being allocated.

(D) Time of Payment of Contribution. The Employer may pay Employer Contributions for any Plan Year in one or more installments without interest. Unless otherwise required by the relevant Investment Arrangement Documentation or the Code, the Employer may make an Employer Contribution to the Plan for a particular Plan Year at such time(s) as the Employer in its sole discretion determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate the Plan Year for which the Employer is making the Employer Contribution. The Plan will allocate the contribution accordingly.

(E) Return of Employer Contribution. The Employer contributes to the Plan on the condition its contribution is not due to a mistake of fact.

(1) **Request for contribution return/timing.** The Vendor, upon written request from the Employer, must return to the Employer (or, if applicable, directly to the Participant) the amount of the Employer Contribution made by the Employer by mistake of fact.

(2) **Earnings.** The Vendor will adjust the amount of the Employer Contribution returnable under this Section 3.01(E) for any Earnings attributable to the contribution.

(3) **Evidence.** The Vendor may require the Employer to furnish the Vendor whatever evidence the Vendor deems necessary to enable the Vendor to confirm the amount the Employer has requested be returned can be returned consistent with the Code.

(F) Frozen Plans. The Employer in its Adoption Agreement (or in an Employer resolution) may elect to treat the Plan as a Frozen Plan. Under a Frozen Plan, the Employer and the Participants will not make any contributions to the Plan. The Plan provisions, other than those requiring contributions, continue in effect until the Employer terminates the Plan. An Eligible Employee will not become a Participant in a Frozen Plan after the date the Plan becomes a Frozen Plan.

3.02 ELECTIVE DEFERRALS. If the Employer in its Adoption Agreement elects to permit Elective Deferrals, the provisions of this Section 3.02 will apply. A Participant's Elective Deferrals will be made pursuant to a Salary Reduction Agreement unless the Employer elects in its Adoption Agreement to apply the Automatic Deferral provision under Section 3.02(B). The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement.

(A) Administrative provisions. The Salary Reduction Agreement shall be made through a form provided by, and filed with, the Plan Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan.

(1) **Minimum/Maximum Amount.** The Salary Reduction Agreement may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a different amount (but not in excess of $200) from time to time. The Salary Reduction Agreement may also establish a uniform maximum deferral limit in the Salary Reduction Agreement.

(2) **Termination.** Any election on a Salary Reduction Agreement shall remain in effect until a new election is filed or the election is revoked or cancelled. The termination of a Participant's employment automatically revokes the Participant's election with regard to Compensation earned after the Participant is rehired.

(3) **Effective Date.** A Salary Reduction Agreement may not be effective earlier than the following date which occurs last: (1) under Article 2, the Participant's Entry Date or, in the case of a re-hired Employee, his/her re-participation date; (2) the execution date of the Salary Reduction Agreement; (3) the date the Employer adopts the 403(b) Plan; or (4) the Effective Date of the 403(b) Plan. Subject to these limitations, the Salary Reduction Agreement shall be effective as soon as administratively practical after execution.

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(4) **Compensation.** A Salary Reduction Agreement must specify the dollar amount of Compensation or the percentage of Compensation the Participant wishes to defer. The Salary Reduction Agreement will apply: (1) only to Compensation which becomes currently available after the effective date of the Salary Reduction Agreement; and (2) to all or to such Elective Deferral Compensation as the Salary Reduction Agreement indicates, including any Participant elections made in the Salary Reduction Agreement. Also see Section 1.11(G) relating to non-cash Compensation. Participants may not make Elective Deferrals from amounts that are not Code §415 Compensation under Section 4.05(D). In addition, a Participant may not make Elective Deferrals from amounts which are not Compensation under Section 1.11 even if 415 Compensation is more inclusive. In determining Compensation from which a Participant may make Elective Deferrals, the Compensation dollar limitation described in Section 1.11(E) does not apply.

(5) **Additional Rules.** The Plan Administrator in the Plan's Salary Reduction Agreement form, or in a Salary Reduction Agreement policy will specify additional rules and restrictions applicable to a Participant's Salary Reduction Agreement, including but not limited to those regarding the timing, frequency and mechanics of changing or revoking a Salary Reduction Agreement or any uniform limitations with regard to deferrals in addition to those otherwise provided in the Plan. Any such rules and restrictions must be consistent with the Plan and with the Code. The Plan Administrator may provide more than one Salary Reduction Agreement form for use in specific situations.

(B) Automatic Deferrals. The Employer in its Adoption Agreement will elect whether to apply or not apply the Automatic Deferral provisions. The Employer may elect the Automatic Deferral provisions under Section 3.02(B)(1) (an ACA), or Section 3.02(B)(2) (an EACA). The Plan Administrator will treat Automatic Deferrals as Elective Deferrals for all purposes under the Plan, including application of limitations, and distributions. If the Employer in its Adoption Agreement has elected to permit Roth Deferrals, Automatic Deferrals are Pre Tax Deferrals unless the Employer in Appendix B to its Adoption Agreement elects otherwise. Automatic Deferrals will not apply to a Participant until after the Participant has had a reasonable period of time after being informed of the automatic deferral procedure to make a Contrary Election (and, if applicable, an investment election).

(1) **Automatic Contribution Arrangement (ACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Automatic Contribution Arrangement ("ACA"), effective as of the date the Employer elects in the Adoption Agreement, and the provisions of this Section 3.02(B)(1) will apply.

(a) **Participants subject to ACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the ACA Automatic Deferral on the Effective Date thereof, including some or all current Participants and those Employees who become Participants after the ACA Effective Date.

(b) **Effect of Contrary Election.** A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later modifies the Contrary Election. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her Salary Reduction Agreement or the Salary Reduction Agreement is revoked.

(2) **Eligible Automatic Contribution Arrangement (EACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Eligible Automatic Contribution Arrangement ("EACA"), effective as of the date the Employer elects in its Adoption Agreement and the provisions of this Section 3.02(B)(2) will apply.

(a) **Participants subject to EACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the EACA Automatic Deferral on the Effective Date thereof which may include some or all current Participants or may be limited to those Employees who become Participants after the EACA Effective Date.

(i) **EACA Effective Date.** EACA Effective Date means the date on which the EACA goes into effect, either as to the overall Plan or as to an individual Participants as the context requires. An EACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's EACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the EACA, consistent with: the objective of affording the Participant a reasonable period of time after receipt of the EACA notice to make a Contrary Election (and, if applicable, an investment election).

(b) **Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(i) **Years of participation.** The Automatic Deferral Percentage varies based on the number of Plan Years (or portions of years) the Participant has participated in the Plan while the Plan has applied EACA provisions;

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(ii) **No reduction from prior default percentage.** The Employer elects in the Adoption Agreement not to apply Automatic Deferrals to a Participant whose Elective deferrals immediately prior to the EACA's Effective Date were higher than the Automatic Deferral Percentage;

(iii) **Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code §§402(g) (determined without regard to Age 50 Catch-Up Deferrals), or 415;

(iv) **No deferrals during hardship suspension.** The Plan does not apply the Automatic Deferral during the period of suspension, if so required under the Plan's hardship distribution provisions, of Participant's right to make Elective Deferrals to the Plan following a hardship distribution; or

(v) **Disaggregated groups.** The Plan applies different Automatic Deferral Percentages to different groups if the groups can be disaggregated under Treas. Reg. §1.410(b)-7.

(c) **EACA notice.** The Plan Administrator annually will provide a notice to each Covered Employee within a reasonable period prior to each Plan Year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(i) **Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(ii) **Mid-year notice/new Participant or Plan.** If: (A) an Employee becomes eligible to make Elective Deferrals in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that Plan Year; or (B) the Employer adopts mid-year a new Plan as a EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Elective Deferrals. However, if it is not practicable for the Plan Administrator to provide the notice on or before the date an Employee becomes a Participant, then the notice nonetheless will be treated as provided timely if the Plan Administrator provides the notice as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(iii) **Content.** The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.

(d) **EACA permissible withdrawal.** The Employer will elect in its Adoption Agreement whether a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) under the provisions of this Section 3.02(B)(2)(d). Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(i) **Amount.** If a Participant elects a permissible withdrawal under this Section 3.02(B)(2)(d), then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for Earnings to the date of the distribution). The Plan may account separately for Automatic Deferrals, in which case the Plan will distribute the entire Account. If the Plan does not account separately for the Automatic Deferrals, then the Plan must determine Earnings in a manner similar to the rules provided in Treas. Reg. §1.401(k)-2(b)(2)(iv) for the distribution of excess contributions in a 401(k) plan.

(ii) **Fees.** Notwithstanding Section 3.02(B)(2)(d)(i), the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section 3.02(B)(2)(d)(ii), than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this Paragraph.

(iii) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as the Employer specifies in its Adoption Agreement (but not less than 30 days), after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. For purposes of the preceding sentence, EACAs under the Plan are aggregated, except that the mandatory disaggregation rules of Code §410(b) apply. In addition, a Participant's withdrawal right is not restricted due to the Participant making a Contrary Election during the 90-day period (or shorter period as the Employer specifies in its Adoption Agreement).

(iv) **Rehired Employees.** For purposes of Section 3.02(B)(2)(b)(i), the Plan will treat an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA as having not had such contributions for any prior Plan Year as well.

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(v) **Effective date of the actual withdrawal election.** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of: (A) the pay date of the second payroll period beginning after the Participant makes the election; or (B) the first pay date that occurs at least 30 days after the Participant makes the election. The election also will be deemed to be the Participant's Contrary Election to have no Elective Deferrals made to the Plan. However, the Participant may subsequently make a deferral election hereunder.

(vi) **Related Matching Contributions.** The Plan Administrator will not take into account any deferrals withdrawn pursuant to this Section 3.02(B)(2)(d) in computing and allocating Matching Contributions. If the Employer already has allocated Matching Contributions to the Participant's account with respect to Elective Deferrals being withdrawn pursuant to this Section, the Plan must forfeit the Matching Contributions, as adjusted for Earnings.

(vii) **Treatment of withdrawals.** With regard to Elective Deferrals withdrawn pursuant to this Section 3.02(B)(2)(d): (A) the Plan Administrator will disregard such Deferrals for purposes of the Elective Deferral Limit under Section 4.10(A); and (B) such Deferrals are not subject to any spousal consent requirements imposed by the Plan.

(e) **Effect of Contrary Election/Covered Employee status.** A Participant's Contrary Election continues in effect until the Participant subsequently revokes or modifies his/her Salary Reduction Agreement, or the Contrary Election expires. A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral or to any scheduled increases thereto, even if the Participant later revokes the Contrary Election or the Contrary Election expires, unless the Participant is a Covered Employee.

(i) **Covered Employee.** A Covered Employee is a Participant who is subject to the EACA. The Employer in its Adoption Agreement will elect whether a Participant who makes a Contrary Election is a Covered Employee. A Covered Employee must receive the annual EACA notice even though the Participant's Contrary Election remains in effect. In addition, a Covered Employee who revokes his/her Contrary Election or whose Contrary Election expires, is thereafter immediately subject to the EACA Automatic Deferral.

(3) **[Reserved]**

(4) **Automatic Contribution Definitions.** The following definitions apply to all Automatic Contribution Arrangements under this Section 3.02(B):

(a) **Automatic Deferral.** An Automatic Deferral is an Elective Deferral that results from the operation of Section 3.02(B)(1) or Section 3.02(B)(2). Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage or Amount the Compensation of each Participant subject to the Automatic Deferral, except those Participants who timely make a Contrary Election.

(b) **Automatic Deferral Percentage/Increases.** The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Employer elects in its Adoption Agreement including any scheduled increase to the Automatic Deferral Percentage which the Employer may elect. If a Participant subject to the Automatic Deferral elected, before the Effective Date of the Automatic Deferral, to defer an amount which is less than the Automatic Deferral Percentage the Employer has elected in its Adoption Agreement, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's Elective Deferral to equal the Automatic Deferral Percentage, including any scheduled increases thereto.

(c) **[Reserved]**

(d) **Contrary Election.** A Contrary Election is a Participant's election made after the ACA, or EACA Effective Date not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Percentage.

(e) **Contrary Election Effective Date.** A Participant's Contrary Election generally is effective as of the first administratively feasible payroll period which follows the payroll period in which the Participant makes the Contrary Election. However, a Participant may make a Contrary Election which is effective: (i) for the first payroll period in which he/she becomes a Participant if the Participant makes a Contrary Election within a reasonable period following the Participant's Entry Date and before the Compensation to which the Election applies becomes currently available; or (ii) for the first payroll period following the Effective Date of the Automatic Deferral, if the Participant makes a Contrary Election not later than the Effective Date of the Automatic Deferral.

(C) Elective Deferrals as Employer Contributions. Where the context requires under the Plan, Elective Deferrals are Employer Contributions except: (1) under Section 3.04 relating to allocation of Employer Contributions; (2) under Section 3.06 relating to allocation conditions; and (3) under Section 5.03 relating to vesting.

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(D) Qualified Organization Catch-Up. If the Employer is a Qualified Organization, the Employer in its Adoption Agreement may elect to permit a Qualified Participant to make a Qualified Organization Catch-Up Deferral under this Section 3.02(D). Qualified Organization Catch-Up Deferrals are not subject to the Elective Deferral Limit of Section 4.10(A).

(1) **Definition of Qualified Organization Catch-Up Deferral.** For any calendar year in which an Employee has completed at least 15 Years of 403(b) Service with the Qualified Organization, the Elective Deferral Limit will increase by the lesser of (1) $3,000; (2) $15,000 reduced by all the Employee's Qualified Organization Catch-up Deferrals for prior Taxable Years; (3) or the excess of $5,000 multiplied by the number of Years of 403(b) Service of the Employee with the Qualified Organization, over the Employee's deferral contributions made for prior Taxable Years pursuant to Code §§401(k), 408(k)(6), 408(p) or 403(b) other than deferrals under Code §414(v).

(2) **Definition of Qualified Organization.** For purposes of this Section 3.02(D), a "Qualified Organization" has the same meaning as provided in Treas. Reg. §1.403(b)-4(c)(3)(ii). This includes an educational organization described in Code §170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a Church- Related Organization, or any organization described in Code §414(e)(3)(B)(ii). All entities that are in a Church-Related Organization or an organization controlled by a Church-Related Organization under Code §414(e)(3)(B)(ii) are treated as a single Qualified Organization (so that Years of 403(b) Service and any Qualified Organization Catch-Up Deferrals previously made for a Qualified Participant for a church or other entity within a Church-Related Organization or an organization controlled by the Church-Related Organization are taken into account for purposes of applying this Section 3.02(D) to the Employee with respect to any other entity within the same Church-Related Organization or organization controlled by a Church-Related Organization).

(3) **Definition of Qualified Participant.** For purposes of this Section 3.02(D), a "Qualified Participant" means a Participant who has completed at least 15 Years of 403(b) Service with the Qualified Organization.

(4) **Application of Annual Additions Limit.** A Qualified Organization Catch-Up Deferral is subject to the Annual Additions Limit in Section 4.05(B).

(5) **Application of both Catch-Ups.** A Participant, subject to applicable limits, may contribute both a Qualified Organization Catch-Up Deferral and an Age 50 Catch-Up Deferral. The Plan Administrator will treat any amounts so contributed first as a Qualified Organization Catch-Up Deferral.

(6) **Denominational Service.** For purposes of this Section (D), if the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service.

(E) Age 50 Catch-Up Deferrals. The Employer in its Adoption Agreement may elect to permit Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals to the Plan under this Section 3.02(E).

(1) **Definition of Catch-Up Eligible Participant.** A Catch-Up Eligible Participant is a Participant who is eligible to make Elective Deferrals and who has attained age 50 or who will attain age 50 before the end of the Taxable Year in which he/she will make a Catch-Up Deferral. A Participant who dies or who incurs a Separation from Service before actually attaining age 50 in such Taxable Year is a Catch-Up Eligible Participant.

(2) **Definition of Age 50 Catch-Up Deferral.** An Age 50 Catch-up Deferral is an Elective Deferral by a Catch-up Eligible Participant and which exceeds: (a) a Plan limit on Elective Deferrals under Section 3.02(A); (b) the Annual Additions Limit under Section 4.05(B); or (c) the Elective Deferral Limit under Section 4.10(A).

(3) **Limit on Age 50 Catch-Up Deferrals.** A Participant's Age 50 Catch-Up Deferrals for a Taxable Year may not exceed the lesser of: (a) 100% of the Participant's Compensation for the Taxable Year when added to the Participant's other Elective Deferrals; or (b) the Catch-Up Deferral dollar limit in effect for the Taxable Year ($6,000 for 2017).

(4) **Adjustment after 2017.** After the 2017 Taxable Year, the IRS will adjust the Age 50 Catch-Up Deferral dollar limit in multiples of $500 under Code §414(v)(2)(C).

(5) **Treatment of Age 50 Catch-Up Deferrals.** Age 50 Catch-Up Deferrals are not: (a) subject to the Annual Additions Limit under Section 4.05(B); or (b) subject to the Elective Deferral Limit under Section 4.10(A).

(6) **Universal availability.** If the Employer permits Age 50 Catch-Up Deferrals to its Plan, the right of all Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals must satisfy the universal availability requirement of Treas. Reg. §1.414(v)-1(e). If the Employer maintains more than one applicable plan within the meaning of Treas. Reg. §1.414(v)-1(g)(1), and any of the applicable plans permit Catch-Up Deferrals, then any Catch-up Eligible Participant in any such plans must be permitted to have the same effective opportunity to make the same dollar amount of Catch-Up Deferrals. Any Plan-imposed limit that is based on total Elective Deferrals including Catch-Up Deferrals may not be less than 75% of a Participant's gross Compensation. This Section 3.02(E)(6) will not apply if the Employer is a Church.

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(F) Roth Deferrals. The Employer in its Adoption Agreement may elect to permit Roth Deferrals. The Employer must also elect to permit Pre-Tax Deferrals if the Employer elects to permit Roth Deferrals. The Plan Administrator will administer Roth Deferrals in accordance with this Section 3.02(F).

(1) **Treatment of Roth Deferrals.** The Plan Administrator will treat Roth Deferrals as Elective Deferrals for all purposes of the Plan, except where the Plan indicates otherwise.

(2) **Separate accounting.** The Plan will establish a Roth Deferral Account for each Participant who makes any Roth Deferrals and Earnings thereon in accordance with Section 7.04(A)(1). The Plan will establish a Pre-Tax Account for each Participant who makes any Pre-Tax Deferrals in accordance with Section 7.04(A)(1). The Plan will credit only Roth Deferrals and Earnings thereon (allocated on a reasonable and consistent basis) to a Participant's Roth Deferral Account. The Vendor will be responsible only for contributions made under the Vendor's Investment Arrangement. Any Roth Elective Deferrals under an Investment Arrangement will be allocated to a separate Account maintained under the Investment Arrangement for the Participant's Roth Elective Deferrals.

(3) **No re-classification.** An Elective Deferral contributed to the Plan either as a Pre-Tax Deferral or as a Roth Deferral may not be re-classified as the other type of Elective Deferral, provided; however, that a Pre-Tax Deferral may be converted to a Roth Deferral by means of an In-Plan Roth Rollover under Section 3.08(E).

(G) Automatic Escalation. The Employer in its Adoption Agreement will elect whether to apply the Automatic Escalation provisions of this Section 3.02(G) to Salary Reduction Agreements. Such provisions shall apply to affirmative deferral elections and will not apply to Participants for whom the Employer is withholding Automatic Deferrals under Section 3.02(B). In its Adoption Agreement, the Employer will specify the Participants to whom Automatic Escalation applies, the amount by which the Elective Deferrals will increase, and the timing of the increase.

3.03 MATCHING CONTRIBUTIONS. If the Employer elects in its Adoption Agreement to provide for Matching Contributions, the Plan Administrator will apply the provisions of this Section 3.03.

(A) Matching Formula: Type, Rate/Amount, Limitations and Time Period. The Employer in its Adoption Agreement must elect the type(s) of Matching Contributions (Fixed or Discretionary Matching Contributions), and as applicable, the Matching Contribution rate(s)/amount(s), the limit(s) on Elective Deferrals or Employee Contributions subject to match, the limit(s) on the amount of Matching Contributions, and the time period the Plan Administrator will apply in the computation of any Matching Contributions. If the Employer in its Adoption Agreement elects to apply any limit on Matching Contributions based on pay periods or on any other time period which is less than the Plan Year, the Plan Administrator will determine the limits in accordance with the time period specified and will not take into account any other Compensation or Elective Deferrals not within the applicable time period, even in the case of a Participant who becomes eligible for the match mid-Plan Year and regardless of the Employer's election as to Pre-Entry Compensation. Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions only if the Elective Deferrals were made after the Participant became eligible for the match. An Employee becomes "eligible for the match" when the Employee becomes a Participant in the Matching Contribution portion of the Plan.

(1) **Fixed Match.** The Employer in its Adoption Agreement may elect to make a Fixed Matching Contribution to the Plan under one or more formulas.

(a) **Allocation.** The Employer may contribute on a Participant's behalf under a Fixed Matching Contribution formula only to the extent that the Participant makes Elective Deferrals or Employee Contributions which are subject to the formula and if the Participant satisfies the allocation conditions for Fixed Matching Contributions, if any, the Employer elects in its Adoption Agreement.

(2) **Discretionary Match.** The Employer in its Adoption Agreement may elect to make a Discretionary Matching Contribution to the Plan.

(a) **Allocation.** To the extent the Employer makes Discretionary Matching Contributions, the Plan Administrator will allocate the Discretionary Matching Contributions to the Account of each Participant entitled to the match under the Employer's discretionary matching allocation formula and who satisfies the allocation conditions for Discretionary Matching Contributions, if any, the Employer elects in its Adoption Agreement. The Employer under a Discretionary Matching Contribution retains discretion over the amount of its Matching Contributions, and, except as the Employer otherwise elects in its Adoption Agreement, the Employer also retains discretion over the matching formula or formulas. See Section 1.47(B).

(3) **Roth Deferrals.** Unless the Employer elects otherwise in its Adoption Agreement, the Employer's Matching Contributions apply in the same manner to Roth Deferrals as they apply to Pre-Tax Deferrals.

(4) **Contribution timing.** The time period that the Employer elects for computing its Matching Contributions does not require that the Employer actually contribute the Matching Contribution at any particular time.

(5) **Participating Employers.** If any Participating Employers contribute Matching Contributions to the Plan, the Employer in its Adoption Agreement must elect whether the Plan Administrator will allocate Matching Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which

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Employer contributes or how much any Employer contributes. The allocation of Matching Contributions under this Section 3.03(A)(5) also applies to the allocation of any forfeiture attributable to Matching Contributions and which the Plan allocates to Participants.

(B) Matching Catch-Up Deferrals. The Employer in its Adoption Agreement must elect whether or not to match any Catch-Up Deferrals if the Plan permits Catch-Up Deferrals. The Employer's election to match Catch-Up Deferrals will apply to all Matching Contributions or will specify the Fixed Matching Contributions or Discretionary Matching Contributions which apply to the Catch-Up Deferrals. The Employer's election to match Catch-Ups may apply to Age 50 Catch-Ups, or to Qualified Organization Catch-Ups, or to both.

3.04 NONELECTIVE CONTRIBUTIONS. This Section applies to Nonelective Contributions. Except as provided in Section 3.04(D), the provisions of this Section with regard to Nonelective Contributions for a Plan Year are limited to Participants who have Compensation for the Plan Year. Section 3.04(D) describes contributions for former Employees who have Deemed Includible Compensation.

(A) Amount and Type. The Employer in its Adoption Agreement must elect the type and amount of Nonelective Contributions.

(1) **Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make Discretionary Nonelective Contributions.

(2) **Fixed Nonelective.** The Employer in its Adoption Agreement may elect to make Fixed Nonelective Contributions. The Employer must specify the time period to which any fixed contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify) and must elect the allocation method which may be the same as the contribution formula or may be a different allocation method under Section 3.04(B).

(3) **Mandatory Employee Contributions.** The Employer in its Adoption Agreement may require Mandatory Employee Contributions of some or all Participants either as a condition of employment or through an irrevocable one-time election described in Section 1.24(F). The Employer must specify the time period to which any Mandatory Employee Contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify). Any such contribution will be allocated as a Nonelective Contribution to the Account of the Participant who made it. Such amounts will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(4) **Participating Employers.** If any Participating Employers contribute Nonelective Contributions to the Plan, the Employer in its Adoption Agreement must elect: (a) whether each Participating Employer will be subject to the same or different Nonelective Contribution formulas under Section 3.04(A) and allocation methods under Section 3.04(B) than the Signatory Employer; and (b) whether, under Section 3.04(B), the Plan Administrator will allocate Nonelective Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes. The allocation of Nonelective Contributions under this Section 3.04(A)(4) also applies to the allocation of any forfeiture attributable to Nonelective Contributions and which the Plan allocates to Participants.

(B) Method of Allocation. The Employer in its Adoption Agreement must specify the method of allocating Nonelective Contributions to the Plan. The Plan Administrator will apply this Section 3.04(B) by including in the allocation only those Participants who have satisfied the Plan's allocation conditions under Section 3.06, if any, applicable to the contribution. The Plan Administrator, in allocating a contribution under any allocation formula which is based in whole or in part on Compensation, will take into account Compensation under Section 1.11 as the Employer elects in its Adoption Agreement and only will take into account the Compensation of the Participants entitled to an allocation. In addition, if the Employer has elected in its Adoption Agreement to define allocation Compensation over a time period which is less than a full Plan Year, the Plan Administrator will apply the allocation methods in this Section 3.04(B) based on Participant Compensation within the relevant time period.

(1) **Pro rata allocation formula.** The Employer in its Adoption Agreement may elect a pro rata allocation formula. Under a pro rata allocation formula, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year (or other applicable period) bears to the total Compensation of all Participants for the Plan Year (or other applicable period).

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(2) **Permitted disparity allocation formula.** The Employer in its Adoption Agreement may elect a permitted disparity formula, providing allocations described in (a) below.

(a) **Two-tiered formula.**

(i) **Tier one.** Under the first tier, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation plus Excess Compensation (as the Employer defines that term in its Adoption Agreement) for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this first tier, as a percentage of each Participant's Compensation plus Excess Compensation, must not exceed the applicable percentage (5.7%, 5.4%, or 4.3%) listed under Section 3.04(B)(2)(b).

(ii) **Tier two.** Under the second tier, the Plan Administrator will allocate any remaining Employer Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

(b) **Maximum disparity table.** For purposes of the permitted disparity allocation formulas under this Section 3.04(B)(2), the applicable percentage is:

Integration level % of Taxable Wage Base	Applicable %
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% (but not less than $10,001) and not more than 80%	4.3%
20% (or $10,000, if greater) or less	5.7%

For this purpose, the Taxable Wage Base is the contribution and benefit base under section 230 of the Social Security Act in effect at the beginning of the Plan Year. The integration level is the uniform amount specified in the Employer's Adoption Agreement.

(c) **Overall permitted disparity limits.**

(i) **Annual overall permitted disparity limit.** Notwithstanding Section 3.04(B)(2)(a), for any Plan Year the Plan benefits any Participant who benefits under another plan maintained by the Employer that provides for permitted disparity (or imputes disparity), the Plan Administrator will allocate Employer Contributions to the Account of each Participant in the same ratio that each Participant's Compensation bears to the total Compensation of all Participants for the Plan Year.

(ii) **Cumulative permitted disparity limit.** Effective for Plan Years beginning after December 31, 1994, the cumulative permitted disparity limit for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, the Plan Administrator will treat all years ending in the same calendar year as the same year. If the Participant has not benefited under a Defined Benefit Plan or under a target benefit plan of the Employer for any year beginning after December 31, 1993, the Participant does not have a cumulative permitted disparity limit.

For purposes of this Section 3.04(B)(2)(c), a Participant "benefits" under a plan for any Plan Year during which the Participant receives, or is deemed to receive, a contribution allocation in accordance with Treas. Reg. §1.410(b)-3(a).

(d) **Pro-ration of integration level.** In the event that the Plan Year is less than 12 months and the Plan Administrator will allocate the Employer Contribution based on Compensation for the short Plan Year, the Plan Administrator will pro rate the integration level based on the number of months in the short Plan Year. The Plan Administrator will not pro rate the integration level in the case of: (i) a Participant who participates in the Plan for less than the entire 12 month Plan Year and whose allocation is based on Participating Compensation; (ii) a new Plan established mid-Plan Year, but with an Effective Date which is as of the beginning of the Plan Year; or (iii) a terminating Plan which bases allocations on Compensation through the effective date of the termination, but where the Plan Year continues for the balance of the full 12 month Plan Year.

(3) **Classifications allocation formula.** The Employer in its Adoption Agreement may elect to specify classifications of Participants to whom the Plan Administrator will allocate any Employer Contribution.

(a) **Classifications.** The Employer may elect to specify any number of classifications and a classification may consist of any number of Participants. The Employer also may elect to put each Participant in his/her own classification.

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(b) **Allocation of contribution within classifications.** The Plan Administrator will apportion the Employer Contribution for a Plan Year to the classifications as the Employer designates in writing at the time that the Employer makes the contribution. If there is more than one Participant in a classification, the Plan Administrator will allocate the Employer Contribution for the Plan Year within each classification as the Employer elects in its Adoption Agreement which may be: (i) in the same ratio that each Participant's Compensation for the Plan Year bears to the total Plan Year Compensation for all Participants within the same classification (pro rata); or (ii) the same dollar amount to each Participant within a classification.

(c) **Shifting classifications within the Plan Year.** If a Participant during a Plan Year shifts from one classification to another, the Plan Administrator will apportion the Participant's allocation for each classification pro rata based on the Participant's Compensation for the part of the Plan Year the Participant was a member of the classification, unless the Employer in Appendix B to its Adoption Agreement: (i) specifies apportionment based on the number of months or days a Participant spends in a classification; or (ii) elects that the Employer will direct the Plan Administrator as to which classification the Participant will participate in during that entire Plan Year.

(4) **Age-based allocation formula.** The Employer in its Adoption Agreement may elect an age-based allocation formula. The Plan Administrator will allocate the Employer Contribution for the Plan Year in the same ratio that each Participant's Benefit Factor for the Plan Year bears to the sum of the Benefit Factors of all Participants for the Plan Year. As such, the total Employer Contribution will be allocated to each Participant sharing in the allocation such that the equivalent benefit accrual rate for each such Participant is identical.

(a) **Definition of Benefit Factor.** A Participant's Benefit Factor is his/her Compensation for the Plan Year multiplied by the Participant's Actuarial Factor.

(b) **Definition of Actuarial Factor.** A Participant's Actuarial Factor is the factor that the Plan Administrator establishes based on the interest rate and mortality table the Employer elects in its Adoption Agreement. If the Employer elects to use the UP-1984 table, a Participant's Actuarial Factor is the factor in Table I of Appendix C to the Adoption Agreement or is the product of the factors in Tables I and II of Appendix C to the Adoption Agreement if the Plan's Normal Retirement Age is not age 65. If the Employer in its Adoption Agreement elects to use a table other than the UP-1984 table, the Plan Administrator will determine a Participant's Actuarial Factor in accordance with the designated table (which the Employer will attach to the Adoption Agreement as a substituted Appendix C) and the Adoption Agreement elected interest rate.

(5) **Incorporation of fixed formula.** The Employer in its Adoption Agreement may elect to allocate Employer Contributions in accordance with the Plan's fixed Employer Contribution formula. In such event, the Plan Administrator will allocate the Employer Contributions for a Plan Year in accordance with the Fixed Nonelective or other Employer Contribution formula. See Section (A)(3) regarding the allocation of Mandatory Employee Contributions.

(C) [Reserved]

(D) Former Employees. If the Employer elects in its Adoption Agreement, the Employer may make Nonelective Contributions with respect to one or more former Employees who have Separated from Service and have Deemed Includible Compensation. The Employer in its Adoption Agreement must elect the contribution and which Participants shall be entitled to receive the Nonelective Contribution. If the Employer elects the discretionary contribution, then the Plan Administrator will allocate the contribution in accordance with the principles of Section (B)(3), treating each such former Employee as being in a separate classification. The allocation conditions of Section 3.06 will not apply to contributions made pursuant to this Section and the former Employee will be fully Vested in such contributions. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.

3.05 [RESERVED]

3.06 ALLOCATION CONDITIONS. The Employer in its Adoption Agreement will elect the allocation conditions, if any, which the Plan Administrator will apply in allocating Employer Contributions (except for those contributions described below) and in allocating forfeitures allocated as an Employer Contribution under the Plan.

(A) Contributions Not Subject to Allocation Conditions. The Employer may not elect to impose any allocation conditions on: (1) Elective Deferrals; (2) Additional Matching Contributions; (3) Employee Contributions; or (4) Nonelective Contributions to former Employees under Section 3.04(D); or (5) Rollover Contributions.

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(B) Conditions. The Employer in its Adoption Agreement may elect to impose allocation conditions based on Hours of Service or employment at a specified time (or both), in accordance with this Section 3.06(B). The Employer may elect to impose different allocation conditions to different Employer Contribution Types under the Plan. A Participant does not accrue an Employer Contribution or forfeiture allocated as an Employer Contribution with respect to a Plan Year or other applicable period, until the Participant satisfies the allocation conditions for that Employer Contribution Type.

(1) **Hours of Service requirement.** The Plan Administrator will not allocate any portion of an Employer Contribution for a Plan Year to any Participant's Account if the Participant does not complete the applicable minimum Hours of Service (or consecutive calendar days of employment under the Elapsed Time Method) requirement the Employer specifies in its Adoption Agreement for the relevant period.

(a) **1,000 HOS in Plan Year/other HOS requirement.** The Employer may elect to require a Participant to complete: (i) 1,000 Hours of Service during the Plan Year (or to be employed for at least 182 consecutive calendar days under the Elapsed Time Method); (ii) a specified number of Hours of Service during the Plan Year which is less than 1,000 Hours of Service; or (iii) a specified number of Hours of Service within the time period the Employer elects in its Adoption Agreement, but not exceeding 1,000 Hours of Service in a Plan Year. The Plan may impose allocation conditions other than those specified here.

(b) **501 HOS/terminees.** The Employer in its Adoption Agreement may elect to require a Participant to complete during a Plan Year 501 Hours of Service (or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method) to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.

(c) **Short Plan Year or allocation period.** This Section 3.06(B)(1)(c) applies to any Plan Year or to any other allocation time period under the Adoption Agreement which is less than 12 months, where in either case, the Employer creates a short allocation period on account of a Plan amendment, the termination of the Plan or the adoption of the Plan with an initial short Plan Year. In the case of any short allocation period, the Plan Administrator will prorate any Hour of Service requirement based on the number of days in the short allocation period divided by the number of days in the normal allocation period, using 365 days in the case of Plan Year allocation period. The Employer in Appendix B to its Adoption Agreement may elect not to pro-rate Hours of Service in any short allocation period or to apply a monthly pro-ration method.

(2) **Last day requirement.** The Employer may elect to require a Participant to be employed by the Employer on the last day of the Plan Year or other specified period or on a specified date.

(C) Time Period. The Employer in its Adoption Agreement will elect the time period to which the Plan Administrator will apply any allocation condition. The Employer may elect to apply the same time period to all Contribution Types or to elect a different time period based on Contribution Type.

(D) Death, Disability or Retirement Age. The Employer in its Adoption Agreement will elect whether any elected allocation condition applies or is waived for a Plan Year if a Participant incurs a Separation from Service during the Plan Year on account of the Participant's death, Disability or attainment of Normal Retirement Age or Early Retirement Age in the current Plan Year or on account of the Participant's Disability or attainment of Normal Retirement Age or Early Retirement Age in a prior Plan Year. The Employer's election may be based on Contribution Type or may apply to all Contribution Types.

(E) No Other Conditions. In allocating Employer Contributions under the Plan, the Plan Administrator will not apply any other allocation conditions except those the Employer elects in its Adoption Agreement or otherwise as the Plan may require.

3.07 FORFEITURE ALLOCATION. The amount of a Participant's Account forfeited under the Plan is a Participant forfeiture. The Employer may direct the Plan Administrator to use Forfeitures to reinstate previously forfeited Account Balances of Participants, if any, in accordance with Section 5.07, or to satisfy any contribution that may be required pursuant to Section 7.07.

(A) Allocation Method. The Employer in its Adoption Agreement must specify the method or methods the Plan Administrator will apply to allocate forfeitures. If the Employer elects more than one method, unless the Employer designates a specific ordering in its Adoption Agreement, the Plan Administrator may allocate the forfeitures by applying one or more of such elected methods in any order as the Plan Administrator operationally may determine, until the forfeitures are fully allocated to the applicable forfeiture allocation Plan Year.

(1) **Forfeiture source.** The Employer in its Adoption Agreement may elect a different allocation method based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation method to all forfeitures.

(a) **Attributable to Matching.** A Participant's forfeiture is attributable to Matching Contributions if the forfeiture is: (i) from the non-Vested portion of a Matching Contribution Account forfeited in accordance with Section 5.07 or, if applicable, Section 7.07; or (ii) an Associated Matching Contribution.

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(b) **Definition of Associated Matching Contribution.** An Associated Matching Contribution includes any Vested or non-Vested Matching Contribution (including Allocable Income) made as to Elective Deferrals or Employee Contributions the Plan Administrator distributes under Section 4.02(E) (Excess Amount), Section 4.10(A) (Excess Deferrals), or Section 7.08 relating to Plan correction.

(c) **Forfeiture or distribution of Associated Match.** An Employee forfeits an Associated Matching Contribution. A forfeiture under this Section 3.07(A)(1)(c) occurs no later than the Plan Year after the year for which the Matching Contribution was made and the forfeiture is allocated in the Plan Year described in Section 3.07(B). In the event of correction under Section 7.08 resulting in forfeiture of Associated Matching Contributions, the forfeiture occurs in the Plan Year of correction.

(2) **Application of "reduce" option/excess forfeitures.** If the Employer elects to allocate forfeitures to reduce Nonelective or Matching Contributions and the allocable forfeitures for the forfeiture allocation Plan Year described in Section 3.07(B) exceed the amount of the applicable contribution for that Plan Year to which the Plan Administrator would apply the forfeitures (or there are no applicable contributions under the Plan), the Plan Administrator will allocate the remaining forfeitures in the forfeiture allocation Plan Year. In such event, the Plan Administrator will allocate the remaining forfeitures to pay Plan expenses, as an additional Discretionary Nonelective Contribution or as a Discretionary Matching Contribution, as the Plan Administrator determines.

(3) **Plan expenses.** If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses under Section 7.04(C), the Employer must elect at least one additional allocation method so that if the Plan Administrator elects to first apply the forfeitures to the payment of Plan expenses, and the forfeitures exceed the Plan's expenses, the Plan Administrator will apply any remaining forfeitures under the additional method the Employer has elected in its Adoption Agreement. The Plan Administrator may elect not to apply forfeitures to the payment of Plan expenses which are allocated to specific Participant accounts under Section 7.04(C)(2)(b).

(4) **No allocation to Elective Deferral Accounts.** The Plan Administrator will not allocate forfeitures to any Participant's Elective Deferral Account, including his/her Roth Deferral Account.

(5) **Allocation under classifications.** If the Employer in its Adoption Agreement has elected to allocate its Nonelective Contributions based on classifications of Participants, the Plan Administrator will allocate any forfeitures which under the Plan are allocated as additional Nonelective Contributions: (a) first to each classification pro rata in relation to the Employer's Nonelective Contribution to that classification for the forfeiture allocation Plan Year described in Section 3.07(B); and (b) second, the total amount of forfeitures allocated to each classification under (a) are allocated in the same manner as are the Nonelective Contributions to be allocated to that classification.

(6) **Limitation on forfeiture uses.** Forfeitures cannot be used as Elective Deferrals.

(B) Timing (forfeiture allocation Plan Year). The Plan Administrator will allocate Participant forfeitures (including the Earnings thereon) no later than the last day of the Plan Year following the Plan Year in which the forfeiture occurs. See Sections 3.07(A)(1)(c), 5.07 and 7.07 as to when a forfeiture occurs. If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses, the Plan Administrator, consistent with this election, may apply forfeitures to pay Plan expenses which the Plan incurs in the forfeiture allocation Plan Year, but which the Plan Administrator pays within a reasonable time after the end of the forfeiture allocation Plan Year.

(1) **Allocation timing.** The Employer may elect different allocation timing based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation timing to all forfeitures.

(2) **Contribution amount and timing not relevant.** The forfeiture allocation timing rules in this Section 3.07(B) apply irrespective of when the Employer makes its Employer Contribution for the forfeiture allocation Plan Year, and irrespective of whether the Employer makes an Employer Contribution for that Plan Year.

(C) Administration of Account Pending/Incurring Forfeiture. The Plan Administrator will continue to hold the undistributed, non-Vested portion of the Account of a Participant who has incurred a Separation from Service solely for his/her benefit until a forfeiture occurs at the time specified in Section 5.07 or if applicable, until the time specified in Section 7.07.

(D) Participant Does Not Share in Own Forfeiture. A Participant will not share in the allocation of a forfeiture of any portion of his/her Account, even if the Participant otherwise is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year described in Section 3.07(B). If the forfeiting Participant is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year, the Plan Administrator only will allocate to the Participant a share of the allocable forfeitures attributable to other forfeiting Participants.

(E) Plan Merger. In the event that the Employer merges another plan into this Plan, and does not fully vest upon merger the participant accounts in the merging plan, the Plan Administrator will allocate any post-merger forfeitures attributable to the merging plan in accordance with the Employer's elections in its Adoption Agreement. The Employer may elect to limit any such forfeiture allocation only to those Participants who were also participants in the merged plan, but in the absence of

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such an election, all Participants who have satisfied any applicable allocation conditions under Section 3.06 will share in the forfeiture allocation.

3.08 ROLLOVER CONTRIBUTIONS. The Plan Administrator will apply this Section 3.08 in administering Rollover Contributions to the Plan, if any.

(A) Policy Regarding Rollover Acceptance. Unless it is prohibited in the Adoption Agreement, the Plan Administrator, operationally (except as to In-Plan Roth Rollover Contributions under Section 3.08(E)), may elect to permit or not to permit Rollover Contributions to this Plan (even if the Plan is a Frozen Plan) or may elect to limit an Eligible Employee's right or a Participant's right to make a Rollover Contribution. The Plan Administrator also may adopt, amend or terminate any policy regarding the Plan's acceptance of Rollover Contributions. If the Employer in its Adoption Agreement elects to permit In-Plan Roth Rollover Contributions, the Plan Administrator will administer In-Plan Roth Rollover Contributions in accordance with Section 3.08(E) and the Employer's Adoption Agreement elections.

(1) **Rollover documentation.** If the Plan Administrator permits Rollover Contributions, any Participant (or as applicable, any Eligible Employee), with the Plan Administrator's written consent and after filing with the Plan Administrator the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Plan. Before accepting a Rollover Contribution, the Plan Administrator may require a Participant (or Eligible Employee) to furnish satisfactory evidence the proposed rollover is in fact a permissible "rollover contribution" under the Code.

(2) **Declination/related expense.** The Plan Administrator, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (a) generate unrelated business taxable income; (b) create difficulty or undue expense in storage, safekeeping or valuation; (c) include property the Plan cannot hold: (d) violate applicable Investment Arrangement Documentation; or (e) create other practical problems for the Plan. The Plan Administrator also may accept the Rollover Contribution on condition that the Participant's or Employee's Account is charged with all expenses associated therewith.

(B) Limited Testing. A Rollover Contribution is not an Annual Addition under Section 4.05(A).

(C) Pre-Participation Rollovers. If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his/her Entry Date, the Plan Administrator must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48). A limited Participant does not share in the Plan's allocation of Employer Contributions nor Participant forfeitures and may not make Elective Deferrals until he/she actually becomes a Participant in the Plan. If a limited Participant has a Separation from Service prior to becoming a Participant in the Plan, the Plan will distribute his/her Rollover Contributions Account to him/her in accordance with Section 6.01(B).

(D) May Include Employee Contributions and Roth Deferrals. A Rollover Contribution may include Employee Contributions and Roth Deferrals made to another plan, as adjusted for Earnings. In the case of Employee Contributions: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), is a 403(b) plan, or is a governmental 457(b) plan; and (2) the Plan must account separately for the Rollover Contribution, including the Employee Contribution and the Earnings thereon. In the case of Roth Deferrals: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a) or from a §403(b) plan or from a governmental 457(b) plan; (2) the Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon; and (3) this Plan must permit Roth Deferrals.

(E) In-Plan Roth Rollover Contributions.

(1) **Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section 3.08(E) with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts.

(2) **Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(a) **Parties eligible to elect.** The Employer in Appendix B to its Adoption Agreement can limit to Employees the right to elect to make In-Plan Roth rollovers. If the Employer does not make this election, for purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(b) **Distribution from partially Vested account.** In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts unless the Employer elects otherwise in Appendix B to its Adoption Agreement. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested

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percentage in such Account, then at any relevant time Section 5.03(C) will apply to determine the Participant's Vested portion of the Account.

(3) **Form and Source of Rollover.**

(a) **Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(b) **Account source.** A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account) unless the Employer otherwise elects in Appendix B to its Adoption Agreement. Also see Section 6.01(D)(7).

(c) **Cash or in-kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer in Appendix B to its Adoption Agreement, may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(d) **No Rollover or Distribution Treatment.** Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected $5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the $5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) Protected Benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(e) **Coordination with Vendor.** In-Plan Roth Rollovers are not permitted from a source or under circumstances not permitted by the Vendor's rules. For example, if a Vendor's rules do not permit in-Plan Roth Rollovers from otherwise nondistributable amounts, then the Participant cannot make such rollovers from Investment Arrangements that Vendor provides.

3.09 EMPLOYEE CONTRIBUTIONS. An Employer must elect in its Adoption Agreement whether to permit Employee Contributions. If the Employer elects to permit Employee Contributions, the Employer also must specify in its Adoption Agreement any limitations which apply to Employee Contributions. Employee Contributions will be accepted for an Investment Arrangement only to the extent permitted in the Investment Arrangement Documentation. If the Employer permits Employee Contributions, the Plan Administrator operationally will determine if a Participant will make Employee Contributions through payroll deduction or by other means.

(A) [Reserved]

(B) Matching. The Employer in its Adoption Agreement must elect whether the Employer will make Matching Contributions as to any Employee Contributions and, as applicable, the matching formula.

(C) Administrative provisions. The Plan Administrator may prescribe one or more forms relating to Employee Contributions, and may adopt an Employee Contribution policy. The Employee Contribution form or policy may specify limits and conditions applicable to Employee Contributions, consistent with Code §403(b).

(1) **Minimum Amount.** The Plan Administrator may establish an annual minimum Employee Contribution, and may change such minimum to a different amount from time to time.

(2) **Termination.** Any election on an Employee Contribution form shall remain in effect until a new election is filed or the election is revoked or otherwise terminates. The termination of a Participant's employment automatically revokes the Participant's election with regard to periods after the Participant is rehired.

3.10 USERRA/HEART ACT CONTRIBUTIONS.

(A) Application. This Section 3.10 applies to an Employee who: (1) has completed Qualified Military Service under USERRA; (2) the Employer has rehired under USERRA; and (3) is a Participant entitled to make-up contributions under Code §414(u). This Section 3.10 also applies to an Employee who dies or becomes disabled while performing Qualified Military Service, as provided in Sections 3.10(K) and the Employer's Adoption Agreement elections.

(B) Employer Contributions. The Employer will make up any Employer Contribution the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account had the Participant remained employed by the Employer during the period of Qualified Military Service.

(C) Compensation. For purposes of this Section 3.10, the Plan Administrator will determine an affected Participant's Compensation as follows. A Participant during his/her period of Qualified Military Service is deemed to receive Compensation equal to that which the Participant would have received had he/she remained employed by the Employer, based on the Participant's rate of pay that would have been in effect for the Participant during the period of Qualified Military

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Service. If the Compensation during such period would have been uncertain, the Plan Administrator will use the Participant's actual average Compensation for the 12 month period immediately preceding the period of Qualified Military Service, or if less, for the period of employment.

(D) Elective Deferrals/Employee Contributions. If the Plan provided for Elective Deferrals, Employee Contributions or Mandatory Employee Contributions during a Participant's period of Qualified Military Service, the Plan Administrator must allow a Participant under this Section 3.10 to make up such Elective Deferrals, Employee Contributions or Mandatory Employee Contributions to his/her Account. The Participant may make up the maximum amount of Elective Deferrals, Employee Contributions or Mandatory Employee Contributions which he/she under the Plan terms would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period) and the Participant must be permitted to contribute any lesser amount as the Plan would have permitted. The Participant must make up any contribution under this Section 3.10(D) commencing on his/her Re-Employment Commencement Date and not later than 5 years following reemployment (or if less, a period equal to 3 times the length of the Participant's Qualified Military Service triggering such make-up contribution).

(E) Matching Contributions. The Employer will make up any Matching Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service, but based on any make-up Elective Deferrals or make-up Employee Contributions that the Participant makes under Section 3.10(D).

(F) Limitations/Testing. Contributions under this Section 3.10 are Annual Additions and are tested under Section 4.10(A) (Elective Deferral Limit) in the year to which such contributions are allocated, but not in the year in which such contributions are made.

(1) **Differential Wage Payments.** The Plan is not treated as failing to meet the requirements of any provision described in this Section 3.10(F) by reason of any contribution or benefit which is based on a Differential Wage Payment. The preceding sentence applies only if all Employees performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)). The Plan Administrator operationally may determine, for purposes of any provision described in this Section 3.10(F), whether to take into account any Elective Deferrals, and if applicable, any Matching Contributions, attributable to Differential Wage Payments.

(G) No Earnings. A Participant receiving any make-up contribution under this Section 3.10 is not entitled to an allocation of any Earnings on any such contribution prior to the time that the Employer actually makes the contribution (or timely deposits the Participant's own make-up Elective Deferrals or Employee Contributions) to the Plan.

(H) No Forfeitures. A Participant receiving any make-up allocation under this Section 3.10 is not entitled to an allocation of any forfeitures allocated during the Participant's period of Qualified Military Service.

(I) Allocation Conditions. For purposes of applying any Plan allocation conditions under Section 3.06, the Plan Administrator will treat any period of Qualified Military Service as Service.

(J) HEART Act Death Benefits. If a Participant dies while performing Qualified Military Service, the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's Qualified Military Service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

(K) HEART Act Continued Benefit Accrual. This Section 3.10(K) does not apply unless the Employer in Appendix B to its Adoption Agreement elects to apply such provisions. If this Section 3.10(K) applies, then for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled while performing Qualified Military Service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability.

(1) **Determination of benefits.** The Plan will determine the amount of Employee Contributions and the amount of Elective Deferrals of an individual treated as reemployed under this Section 3.10(K) for purposes of applying Code §414(u)(8)(C) on the basis of the individual's average actual Employee Contributions or Elective Deferrals for the lesser of: (a) the 12-month period of service with the Employer immediately prior to Qualified Military Service; or (b) the actual length of continuous service with the Employer.

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ARTICLE 4. LIMITATIONS AND TESTING

4.01 ANNUAL ADDITIONS LIMIT. The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Annual Additions Limit.

(A) Actions to Prevent Excess Amount. If the Annual Additions the Plan Administrator otherwise would allocate under the Plan to a Participant's Account for the Limitation Year would exceed the Annual Additions Limit, the Plan Administrator will not allocate the Excess Amount, but instead will take any reasonable, uniform action the Plan Administrator determines necessary to avoid allocation of an Excess Amount. Such actions include, but are not limited to, those described in this Section 4.01(A). The Plan Administrator may apply this Section 4.01 in a manner which maximizes the allocation to a Participant of Employer Contributions (exclusive of the Participant's Elective Deferrals). Notwithstanding any contrary Plan provision, the Plan Administrator, for the Limitation Year, may: (1) suspend or limit a Participant's additional Employee Contributions or Elective Deferrals; (2) notify the Employer to reduce the Employer's future Plan contribution(s) as necessary to avoid allocation to a Participant of an Excess Amount; or (3) suspend or limit the allocation to a Participant of any Employer Contribution previously made to the Plan (exclusive of Elective Deferrals) or of any Participant forfeiture. If an allocation of Employer Contributions previously made (excluding a Participant's Elective Deferrals) or of Participant forfeitures would result in an Excess Amount to a Participant's Account, the Plan Administrator will allocate the Excess Amount to the remaining Participants who are eligible for an allocation of Employer Contributions for the Plan Year in which the Limitation Year ends. The Plan Administrator will make this allocation in accordance with the Plan's allocation method as if the Participant whose Account otherwise would receive the Excess Amount is not eligible for an allocation of Employer Contributions. If the Plan Administrator allocates to a Participant an Excess Amount, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.03.

(B) Estimated and Actual Compensation. Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Annual Additions Limit on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Annual Additions Limit on the basis of the Participant's actual Compensation for such Limitation Year.

4.02 ANNUAL ADDITIONS LIMIT CODE §415 AGGREGATED PLANS.

(A) Application of this Section. This Section 4.02 applies only to Participants who, in addition to this Plan, participate in one or more Code §415 Aggregated Plans.

(1) **Definition of Code §415 Aggregated Plans.** Code §415 Aggregated Plans means 403(b) plans maintained by the Employer or a Predecessor Employer and which provide an Annual Addition during the Limitation Year.

(B) Combined Plans Limitation. The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Combined Plans Limitation.

(1) **Definition of Combined Plans Limitation.** The Combined Plans Limitation is the Annual Additions Limit, reduced by the sum of any Annual Additions allocated to the Participant's accounts for the same Limitation Year under the Code §415 Aggregated Plans.

(2) **Prevention.** If the amount the Employer otherwise would allocate to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this Section 4.02(B) Combined Plans Limitation, the Employer will reduce the amount of its allocation to that Participant's Account in the manner described in Section 4.01, so the Annual Additions under all of the Code §415 Aggregated Plans for the Limitation Year will equal the Annual Additions Limit.

(3) **Correction.** If the Plan Administrator allocates to a Participant an amount attributed to this Plan under Section 4.02(D) which exceeds the Combined Plans Limitation, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.02(E).

(C) Estimated and Actual Compensation. Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Combined Plans Limitation on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Combined Plans Limitation on the basis of the Participant's actual Compensation for such Limitation Year. See Section 4.05(D) regarding the definition of Compensation.

(D) Ordering Rules. If a Participant's Annual Additions under this Plan and the Code §415 Aggregated Plans result in an Excess Amount, such Excess Amount will consist of the Amounts last allocated. If the Plan Administrator allocates an

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Excess Amount to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, unless the Employer specifies otherwise in an Appendix B to its Adoption Agreement, the Excess Amount attributed to this Plan will equal the product of: (1) the total Excess Amount allocated as of such date, multiplied by (2) the ratio of (a) the Annual Additions allocated to the Participant as of such date for the Limitation Year under the Plan to (b) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this Plan and the Code §415 Aggregated Plans.

(E) Disposition of Allocated Excess Amount Attributable to Plan. The Plan Administrator will dispose of any allocated Excess Amounts described in and attributed to this Plan under Section 4.02(D) as provided in Section 4.03.

(F) Override. The Employer in Appendix B to its Adoption Agreement may specify overriding provisions which will apply to satisfy the requirements of Code §415 and the applicable regulations if the Employer maintains more than one 403(b) plan.

4.03 DISPOSITION OF EXCESS ANNUAL ADDITIONS. If a Participant's Account exceeds the Annual Additions Limit for the Limitation Year, then the Plan Administrator will hold the Excess Amount in a separate account. The Excess Amount held in the separate account is includible in the Participant's gross income (to the extent vested) for the taxable year in which the Employer Contributions exceed the Annual Additions Limit. This separate account will be treated as a separate contract to which 403(c) (or another application provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

4.04 CONTROLLED EMPLOYER/QUALIFIED DEFINED CONTRIBUTION PLAN.

(A) Application of this Section. If a Participant in a 403(b) Plan also is in control of another employer, the 403(b) Plan is a Defined Contribution Plan maintained both by the controlled employer and by the Participant. In applying the Annual Additions Limit, the Participant must aggregate the 403(b) Plan contributions with all other contributions he/she receives under any qualified Defined Contribution Plan the controlled employer maintains.

(B) Control. For purposes of applying the Annual Additions Limit under Section (A), the Plan Administrator determines control under Code §§414(b) or 414(c), as modified by Code §415(h), in accordance with the rules of Treas. Reg. §1.415(f)-1(f).

(C) Annual Additions. For purposes of this Section, Annual Additions include the following amounts in addition to amounts described in Section 4.05: (1) amounts allocated to an individual medical account (as defined in Code §415(l)(2)) included as part of a pension or annuity plan maintained by the Employer; (2) contributions paid or accrued attributable to post-retirement medical benefits allocated to the separate account of a key-employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer; and (3) allocations under a simplified employee pension (SEP) described in Code §408(k). However, the amounts described in (1) and (2) apply solely for purposes of the applying the dollar limitation of Section 4.05(B)(i) and do not apply for purposes of the percentage limitation of Section 4.05(B)(ii).

(D) Annual Notice to Participants. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in this Section 4.04 in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy this Section. The notice will advise Participants that the application of the limitations in this Section will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b). The notice will be provided annually, beginning no later than the later of (1) the year in which the Employee becomes a Participant, or (2) the first Plan Year which begins after the Employer adopts this document.

4.05 DEFINITIONS: SECTIONS 4.01-4.04. The following definitions apply for purposes of Sections 4.01 through 4.04, and supersede any contrary definitions in Article 1:

(A) Annual Additions. Annual Additions means the sum of the following amounts allocated to a Participant's Account for a Limitation Year: (1) Employer Contributions (including Elective Deferrals); (2) forfeitures; (3) Employee Contributions; and (4) Mandatory Employee Contributions.

(1) **Exclusions.** Annual Additions do not include: (a) Catch-Up Contributions; (b) Excess Deferrals which the Plan Administrator corrects by distribution by April 15 of the following calendar year; (c) designated IRA contributions; (d) Restorative Payments; (e) transfers to this Plan; (f) Rollover Contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (g) In-Plan Roth Rollovers, (h) Repayments of loans made to a Participant from the Plan; and (i) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

(2) **Date of tax-exempt Employer Contributions.** Notwithstanding anything in the Plan to the contrary, in the case of an Employer that is exempt from Federal income tax (including a governmental employer), Employer Contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions

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are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(B) Annual Additions Limit. Annual Additions Limit means the lesser of: (i) $40,000 (or, if greater, the $40,000 amount as adjusted under Code §415(d)), or (ii) 100% of the Participant's Compensation for the Limitation Year. If there is a short Limitation Year because of a change in Limitation Year, the Plan Administrator will multiply the $40,000 (as adjusted) limitation by the following fraction:

$$\frac{\text{Number of months (or fractional parts thereof) in the short Limitation Year}}{12}$$

The 100% Compensation limitation in clause (ii) above does not apply to any contribution for medical benefits within the meaning of Code §401(h) or Code §419A(f)(2) which otherwise is an Annual Addition.

(1) **Single plan treatment of 403(b) Plans.** For purposes of applying the Annual Additions Limit, the Plan Administrator must treat all 403(b) Plans (whether or not terminated) maintained by the Employer as a single plan.

(2) **Church plan.** For a Participant who is an Employee of a Church or a convention or association of churches, including an organization described in Code §414(e)(3)(B)(ii), the Annual Additions limit is not less than $10,000 regardless of the Participant's Includible Compensation in the Limitation Year. With respect to any Participant, the total amount of Annual Additions that, but for this Section 4.05(B)(2), would be in excess of the Annual Additions Limit cannot exceed $40,000. Thus, the aggregate of Annual Additions for all Limitation Years that would exceed the Annual Additions Limit but for this rule is limited to $40,000. In the case of a Participant described in Code §415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions Limit shall not be less than $3,000, provided the Participant's adjusted gross income for the taxable year (determined separately and without regard to community property laws) exceeds $17,000.

(3) **Certain contributions treated as made to a Defined Contribution Plan.** Solely for purposes of Sections 4.01 through 4.04, the following contributions are treated as contributions to a Defined Contribution Plan: (i) mandatory employee contributions under Code §411(c)(2)(C) made to a Defined Benefit Plan maintained by the Employer, unless such contributions are "picked up" by the Employer under Code §414(h)(2); (ii) contributions to an individual medical account (as defined in Code §415(l)(2)) included as part of a Defined Benefit Plan or annuity plan under Code §401(h) maintained by the Employer; and (iii) a welfare benefit fund under Code §419(e) maintained by the Employer to the extent there are post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)).

(C) Cessation of Affiliation. A Cessation of Affiliation means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(D) Compensation. Compensation means Includible Compensation and includes Deemed Includible Compensation and Post-Severance Compensation. Compensation includes Elective Deferrals, irrespective of whether the Employer has elected in its Adoption Agreement to include these amounts as Compensation under Section 1.11. No Compensation exclusions the Employer has elected in Question 10 to its Adoption Agreement apply for determining Includible Compensation.

(1) **"First few weeks rule."** If the Employer elects in Appendix B to its Adoption Agreement, the Plan Administrator on a uniform and consistent basis as to similarly situated Participants, will include in Compensation for Code §415 purposes Compensation earned in such Limitation Year but which, solely because of pay period and pay date timing, is paid in the first few weeks of the next following Limitation Year as described in Treas. Reg. §1.415(c)-2(e)(2). This Section 4.05(D)(1) applies to Code §415 testing Compensation but does not affect Compensation for allocation purposes.

(2) **Differential Wage Payment.** The Plan treats a Differential Wage Payment to an Employee as Compensation for purposes of application the Annual Additions Limit.

(E) Employer. Employer means the Signatory Employer and any Related Employer. Solely for purposes of applying the Annual Additions Limit, the Plan Administrator will determine Related Employer status by modifying Code §§414(b) and (c) in accordance with Code §415(h) and Treas. Reg. §1.415(a)-1(f)(1) and will take into account tax-exempt organizations under Treas. Reg. §1.414(c)-5. For purposes of the limitation of Section 4.04(A), the Employer includes the controlled employer described in Section 4.04.

(F) Excess Amount. Excess Amount means the excess of the Participant's Annual Additions for the Limitation Year over the Annual Additions Limit.

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(G) Formerly Affiliated Plan. Formerly Affiliated Plan means a plan that, immediately prior to the Cessation of Affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)).

(H) Limitation Year. See Section 1.45.

(I) Predecessor Employer. Predecessor Employer means a former employer with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Treas. Reg. §1.415(f)-1(b)(2) apply as if the Employer and Predecessor Employer constituted a single employer under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately prior to the Cessation of Affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately after the Cessation of Affiliation) and Cessation of Affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. With respect to an Employer of a Participant, a former entity that antedates the Employer is a Predecessor Employer with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(J) Restorative Payment. A Restorative Payment means a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are Restorative Payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to the Plan made pursuant to a court-approved settlement, to restore losses to the Plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not Restorative Payments and generally constitute contributions that are considered Annual Additions.

4.06 [RESERVED]

4.07 [RESERVED]

4.08 [RESERVED]

4.09 [RESERVED]

4.10 403(b) TESTING. The Plan Administrator will test Elective Deferrals, Matching Contributions and Employee Contributions under the Plan, in accordance with this Section 4.10.

(A) Annual Elective Deferral Limitation. A Participant's Elective Deferrals for a Taxable Year may not exceed the Elective Deferral Limit. Qualified Organization Catch-up Deferrals and Age 50 Catch-up Deferrals are not subject to the Elective Deferral Limit. See Sections 3.02(D) and (E).

(1) **Definition of Elective Deferral Limit.** The Elective Deferral Limit is the Code §402(g) limitation on each Participant's Elective Deferrals for each Taxable Year as described in Section 4.10(A)(3). If the Participant's Taxable Year is not a calendar year, the Plan Administrator must apply the Code §402(g) limitation in effect for the calendar year in which the Participant's Taxable Year begins.

(2) **Definition of Excess Deferral.** A Participant's Excess Deferral is the amount of Elective Deferrals for a Taxable Year which exceeds the Elective Deferral Limit.

(3) **Elective Deferral Limit.** The Elective Deferral Limit is the amount as in effect under Code §402(g) ($18,000 in 2017), subject to adjustment by the IRS in multiples of $500 under Code §402(g)(4). However, in no event shall a Participant's Elective Deferrals exceed the Participant's Compensation for the Taxable Year.

(4) **Suspension after reaching limit.** If, pursuant to a Salary Reduction Agreement or pursuant to a CODA election, the Employer determines a Participant's Elective Deferrals to the Plan for a Taxable Year would exceed the Elective Deferral Limit, the Employer will suspend the Participant's Elective Deferrals under his/her Salary Reduction Agreement, if any, until the following January 1 and will pay to the Participant in cash the portion of the Elective Deferrals which would result in the Participant's Elective Deferrals for the Taxable Year exceeding the Elective Deferral Limit.

(5) **Correction.** If the Plan Administrator determines a Participant's Elective Deferrals already contributed to the Plan for a Taxable Year exceed the Elective Deferral Limit, the Plan Administrator will distribute the Excess Deferrals as adjusted for Allocable Income, no later than April 15 of the following Taxable Year (or if later, the date permitted under Code §§7503 or 7508A).

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(6) **415 interaction.** If the Plan Administrator distributes the Excess Deferrals by the April 15 deadline under Section 4.10(A)(5), the Excess Deferrals are not an Annual Addition under Section 4.05, and the Plan Administrator may make the distribution irrespective of any other provision under this Plan or under the Code. Elective Deferrals distributed to a Participant as an Excess Amount in accordance with Section 4.03 are not taken into account in determining the Participant's Elective Deferral Limit.

(7) **More than one plan.** If a Participant participates in another plan subject to the Code §402(g) limitation under which he/she makes elective deferrals pursuant to a 401(k) Plan, elective deferrals under a SARSEP, elective contributions under a SIMPLE IRA or salary reduction contributions to a 403(b) plan (irrespective of whether the Employer maintains the other plan), the Participant may provide to the Plan Administrator a written claim for Excess Deferrals made to the Plan for a Taxable Year. The Participant must submit the claim no later than the March 1 following the close of the particular Taxable Year and the claim must specify the amount of the Participant's Elective Deferrals under this Plan which are Excess Deferrals. The Plan Administrator may require the Participant to provide reasonable evidence of the existence of and the amount of the Participant's Excess Deferrals. If the Plan Administrator receives a timely claim which it approves, the Plan Administrator will distribute the Excess Deferrals (as adjusted for Allocable Income under Section 4.11(B)(1)) the Participant has assigned to this Plan, in accordance with this Section 4.10(A). If a Participant has Excess Deferrals because of making Elective Deferrals to this Plan and other plans of the Employer (but where the Elective Deferral Limit is not exceeded based on Deferrals to any single plan), the Participant for purposes of this Section 4.10(A)(7) is deemed to have notified the Plan Administrator of this Plan of the Excess Deferrals.

(8) **Roth and Pre-Tax Deferrals.** If a Participant who will receive a distribution of Excess Deferrals, in the Taxable Year for which the corrective distribution is made, has contributed both Pre-Tax Deferrals and Roth Deferrals, the Plan Administrator operationally will determine the Elective Deferral Account source(s) from which it will direct the Vendor to make the corrective distribution. The Plan Administrator also may permit the affected Participant to elect the source(s) from which the Vendor will make the corrective distribution. However, the amount of a corrective distribution of Excess Deferrals to any Participant from the Pre-Tax Deferral or Roth Deferral sources under this Section 4.10(A)(8) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the Taxable Year of the correction.

(B) [Reserved]

(C) [Reserved]

4.11 DEFINITIONS: SECTION 4.10. For purposes of Section 4.10:

(A) [Reserved]

(B) Allocable Income. Allocable Income means as follows:

(1) **Excess Deferrals.** For purposes of making a distribution of Excess Deferrals pursuant to Section 4.10(A), Allocable Income means Earnings allocable to the Excess Deferrals for the Taxable Year in which the Participant made the Excess Deferral.

(a) **Reasonable or alternative (pro rata) method.** To calculate such Allocable Income for the Taxable Year, the Plan Administrator will use: (i) a uniform method which reasonably reflects the manner used by the Plan Administrator to allocate Earnings to Participants' Accounts; or (ii) the "alternative method" under Treas. Reg. §1.402(g)-1(e)(5)(iii). See Section 4.11(B)(2)(a) as to the alternative method except the Plan Administrator will apply such modifications as are necessary to determine Taxable Year Allocable Income with respect to the Excess Deferrals.

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ARTICLE 5. VESTING

5.01 NORMAL/EARLY RETIREMENT AGE. The Employer in its Adoption Agreement must specify the Plan's Normal Retirement Age. If the Employer fails to specify the Plan's Normal Retirement Age in its Adoption Agreement, the Employer is deemed to have elected age 65 as the Plan's Normal Retirement Age. The Employer in its Adoption Agreement may specify an Early Retirement Age. A Participant's Account Balance derived from Employer Contributions is 100% Vested upon and after his/her attaining Normal Retirement Age (or if specified in the Adoption Agreement, Early Retirement Age) if the Participant is employed by the Employer on or after that date and regardless of the Participant's Years of Service for vesting or the Employer's Adoption Agreement elected vesting schedules.

5.02 PARTICIPANT DEATH OR DISABILITY. If the Employer elects in its Adoption Agreement, a Participant's Account Balance derived from Employer Contributions is 100% Vested if the Participant's Severance from Employment is a result of his/her death or his/her Disability.

5.03 VESTING SCHEDULE.

(A) General. Except as provided in Sections 5.01 and 5.02, for each Year of Service as described in Section 5.05, a Participant's Vested percentage of his/her Account Balance derived from Nonelective Contributions and Matching Contributions equals the percentage under the appropriate vesting schedule the Employer has elected in its Adoption Agreement.

(1) **Election of different schedules.** Unless the Employer in its Adoption Agreement elects otherwise, the vesting schedule for Nonelective Contributions will be the same vesting schedule as for Matching Contributions.

(B) Vesting Schedules.

(1) **In General.** Employer Contributions will vest in accordance with the Employer's Adoption Agreement election. The Employer may elect to provide immediate 100% vesting, "3-year cliff," "6-year graded," or a modified vesting schedule. The vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule. For purposes of the Employer's elections under its Adoption Agreement, "6-year graded," or "3-year cliff" means an Employee's Vested percentage, based on each included Year of Service, under the following applicable schedule:

6-year graded	**3-year cliff**
0-1 year / 0%	0-2 years / 0%
2 years / 20%	3 years / 100%
3 years / 40%	
4 years / 60%	
5 years / 80%	
6 years / 100%	

(C) Vesting Formula. If the Vendor makes a distribution to a Participant from an Account which is not fully Vested, and the Participant has not incurred a Forfeiture Break in Service, the provisions of this Section 5.03(C) apply to the Participant's Account Balance.

(1) **"Grossed-Up" formula.** At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance derived from Employer Contributions in accordance with the following formula: P(AB + D) - D. To apply this formula, "P" is the Participant's current vesting percentage at the relevant time, "AB" is the Participant's Employer-derived Account Balance at the relevant time and "D" is the amount of the earlier distribution. If, under a Restated Plan, the Plan has made distribution to a partially-Vested Participant prior to its restated Effective Date , this special vesting formula also applies to that Participant's remaining Account Balance.

(2) **Alternative separate account formula.** The Employer, in Appendix B to its Adoption Agreement, may elect to use the alternative formula. If the Employer elects to use the alternative formula, then the Plan Administrator will establish a separate account for the Participant's Account Balance at the time of the distribution. At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance in such separate account derived from Employer contributions in accordance with the following formula: P(AB + (R x D)) - (R x D). For purposes of this alternative formula, the terms in the preceding Paragraph have the same meaning and "R" is the ratio of "AB" to the Participant's Employer-derived Account Balance immediately following the earlier distribution.

(3) **Application to Nonelective/Matching.** If necessary, the Plan Administrator will determine the Participant's Vested Account Balance for the Participant's Matching Contributions and the Participant's Employer Nonelective Contributions separately.

(D) Special Vesting Elections. The Employer in its Adoption Agreement may elect other specified vesting provisions.

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(E) Fully Vested Amounts. A Participant is 100% Vested in all Accounts which are attributable to Elective Deferrals, Employee Contributions, QNECs, Mandatory Employee Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions.

(F) Mergers/Transfers. A merger or transfer of assets from another 403(b) Plan to this Plan does not result, solely by reason of the merger or transfer, in 100% vesting of the merged or transferred assets. The Plan Administrator operationally will determine in the case of a merger or other transfer to the Plan whether: (1) to vest immediately all transferred assets; (2) to vest the transferred assets in accordance with the Plan's vesting schedule applicable to the contribution type being transferred; or (3) to vest the transferred assets in accordance with the transferor plan's vesting schedule(s) applicable to the contribution types being transferred, as such schedules existed on the date of the transfer. The Employer may elect to record such information in its Adoption Agreement as a special Vesting Election.

5.04 [RESERVED]

5.05 YEAR OF SERVICE – VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) Definition of Year of Service. A Year of Service, for purposes of determining a Participant's vesting under Section 5.03, means a Vesting Computation Period during which an Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Vesting Computation Period.

(B) Definition of Vesting Computation Period. A Vesting Computation Period is a 12-consecutive month period the Employer elects in its Adoption Agreement.

(C) Counting Years of Service. For purposes of a Participant's Vesting in the Plan, the Plan counts all of an Employee's Years of Service except:

(1) **Forfeiture Break in Service; Cash-Out.** For the sole purpose of determining a Participant's Vested percentage of his/her Account Balance derived from Employer Contributions which accrued for his/her benefit prior to a Forfeiture Break in Service or receipt of a Cash-Out Distribution, the Plan disregards any Year of Service after the Participant first incurs a Forfeiture Break in Service or receives a Cash-out Distribution.

(2) **Other exclusions.** Any Year of Service the Employer elects to exclude under its Adoption Agreement, including service during any period for which the Employer did not maintain the Plan or a predecessor plan.

(D) Elapsed Time. If the Employer in its Adoption Agreement elects to apply the Elapsed Time Method in applying the Plan's vesting schedule, the Plan Administrator will credit service in accordance with Section 1.40(D)(3).

5.06 BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE – VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) Definition of Break in Service. A Participant incurs a Break in Service if during any Vesting Computation Period he/she does not complete more than 500 Hours of Service. The Plan Administrator may disregard a Break in Service for a Vesting Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service, a Participant incurs a Break in Service if the Participant has a Period of Severance of at least 12 consecutive months. If, pursuant to Section 5.05, the Plan does not require more than 500 Hours of Service to receive credit for a Year of Service, a Participant incurs a Break in Service in a Vesting Computation Period in which he/she fails to complete a Year of Service.

(B) Definition of Forfeiture Break in Service. A Participant incurs a Forfeiture Break in Service when he/she incurs 5 consecutive Breaks in Service.

(C) Adoption Agreement provisions. The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of vesting, based on Separation from Service, Breaks in Service, or Forfeiture Breaks in Service.

5.07 FORFEITURE OCCURS.

(A) Timing. A Participant's forfeiture of his/her non-Vested Account Balance derived from Employer Contributions occurs under the Plan on the earlier of:

(1) **Forfeiture Break.** The last day of the Vesting Computation Period in which the Participant first incurs a Forfeiture Break in Service; or

(2) **Separation.** As soon as reasonably practical after the date the Participant severs employment.

(B) Vesting Schedule/Lost Participants. The Plan Administrator determines the percentage of a Participant's Account Balance forfeiture, if any, under this Section 5.07 solely by reference to the vesting schedule the Employer elected in its

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Adoption Agreement. A Participant does not forfeit any portion of his/her Account Balance for any other reason or cause except as expressly provided by this Section 5.07 or as provided under Section 7.07.

5.08 [RESERVED]

5.09 TREATMENT OF NONVESTED AMOUNTS. All Employer Contributions for a Participant, to the extent not vested, will be credited to a separate account for recordkeeping purposes and treated as made to a contract to which Code §403(c) (or another applicable provision of the Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as a Code §403(b) Annuity Contract if: (1) no election has been made under Code §83(b) with respect to the contract; (2) the Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable; (3) contributions subject to different vesting schedules have been maintained in separate accounts; and (4) the separate account at all times satisfied the requirements of Code §403(b) except for the nonforfeitability requirement in Code §403(b)(1)(C). If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered a Code §403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. Each contribution (and Earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant. The phrase "separate account" used in this Section refers to recordkeeping entries, and does not require the maintenance of a separate account or Annuity Contract.

5.10 EMPLOYEE CONTRIBUTIONS. A Participant who is either fully or partially vested in his or her Employer Contributions will not forfeit any of those contributions merely as the result of a distribution of all or any portion of the Participant's Employee Contributions.

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ARTICLE 6. DISTRIBUTIONS

6.01 TIMING OF DISTRIBUTION. Except as otherwise provided in Section 6.01(A), if the Participant is entitled to a distribution, the Vendor will commence distribution of a Participant's Vested Account Balance in accordance with this Article 6 after the Participant's request on a form prescribed by the Plan or the Vendor. The Vendor may make Plan distributions on any administratively practicable date during the Plan Year, consistent with the Investment Arrangement Documentation.

(A) Relationship between Plan and Investment Arrangement Documentation. This Article 6, together with the corresponding Adoption Agreement elections applies to set forth the permissible distributable events and timing. If the Documentation for a particular Investment Arrangement does not provide for a particular distributable event, then such a distribution is unavailable from that Investment Arrangement. For example, if the Plan allows for hardship distributions, and all Investment Arrangements under the Plan except one permit hardship distributions, then hardship distributions are not available from that one Investment Arrangement. By contrast, if the Plan does not allow hardship distributions, then they are not available under any Investment Arrangement in the Plan, regardless of the Investment Arrangement Documentation. Any distribution is subject to the terms of the applicable Investment Arrangement Documentation.

(B) Entitlement to distribution. A Participant is entitled to a distribution after Severance of Employment at the time specified in the Investment Arrangement Documentation, or, if later, the time specified in the Adoption Agreement. If the Investment Arrangement Documentation does not specify the timing of distributions after Severance of Employment, the Participant is entitled to a distribution within an administratively reasonable period following Severance of Employment. The failure of a Participant to request a distribution shall be deemed to be an election to defer a distribution. The Plan will make distributions following the Participant's death in accordance with Section 6.01(C). A Participant is entitled to a distribution prior to Severance of Employment under the rules of Section 6.01(D) in accordance with the Employer's elections in the Adoption Agreement. However, the Plan will not make a distribution which would violate Section 6.01(E).

(C) Distribution upon Death. In the event of the Participant's death (whether death occurs before or after Severance from Employment), the Plan Administrator will direct the Vendor, in accordance with this Section 6.01(C) and subject to Section 6.02, to distribute to the Participant's Beneficiary the Participant's Vested Account Balance remaining in the Investment Arrangement at the time of the Participant's death.

(1) **Single payment.** If the Participant's Vested Account Balance does not exceed $5,000, the Vendor will distribute the balance without regard to Section 6.04. The distribution will be made in a lump sum (which will be a Cash-Out Distribution if the Participant's Account Balance is not 100% Vested on death) unless the Plan's distribution form provides otherwise. If the Participant's Vested Account Balance exceeds $5,000, the Vendor will distribute the balance subject to Sections 6.02, 6.03, and 6.04.

(D) In-Service Distribution. The Employer in its Adoption Agreement must elect the distribution election rights, if any, a Participant has prior to his/her Severance from Employment ("in-service distribution").

(1) **Vesting/other conditions.** If a Participant receives an in-service distribution as to a partially-Vested Account, and the Participant has not incurred a Forfeiture Break in Service, the Plan Administrator will apply the vesting provisions of Section 5.03(C). The Employer in its Adoption Agreement may elect to limit any in-service distribution only to Participants who are 100% vested or to apply other conditions.

(2) **Participant election.** A Participant must make any permitted in-service distribution election under this Section 6.01(D) in writing and on a form prescribed by the Plan or the Vendor which specifies the percentage or dollar amount of the distribution and the Participant's Plan Account to which the election applies.

(3) **Frequency, timing and form.** The Investment Arrangement Documentation may limit the frequency, timing, and form of in-service distributions.

(4) **Hardship.** See Section 6.07 regarding requirements for distributions based on hardship.

(5) **Rollover Contributions; Employee Contributions.** A Participant may elect to receive an in-service distribution of his/her Accounts attributable to Rollover Contributions and Employee Contributions subject to Sections 6.01(D)(2) and (3), except as the Employer provides otherwise in Appendix B to its Adoption Agreement. Distribution of a Rollover Contribution or Employee Contribution is subject to Section 6.04 if Section 6.04 otherwise applies to the Participant.

(6) **Distribution events for non-Elective Deferral Accounts in Annuity Contracts.** The Employer in its Adoption Agreement may elect to permit an in-service distribution of any Account in an Annuity Contract other than an Elective Deferral Account upon a Participant's attainment of a stated age, after a fixed number of years, or based on some other specified event. Such amounts are not Restricted Balances unless such amounts are QNEC Accounts.

(7) **In-Plan Roth Rollover Contributions.** Except as otherwise elected in Appendix B to the Adoption Agreement, if the Employer in its Adoption Agreement elects under Section 3.08(E) to permit In-Plan Roth Rollover

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Contributions, (a) all Accounts (except a Roth Account) from which the Participant could then receive a distribution are eligible for an In-Plan Roth Rollover attributable to otherwise distributable amounts; (b) all Accounts (except a Roth Account) which may not be distributed are eligible for an In-Plan Roth Rollover attributable to otherwise nondistributable amounts; (c) a Participant may distribute and roll over his/her Plan loan in an In-Plan Roth Rollover, but without changing the loan repayment schedule; (d) any amount may be distributed in an In-Plan Roth Rollover with no minimum; (e) a Participant may receive In-Service Distributions from his/her In-Plan Roth Rollover Account under the same conditions as the Participant's Roth Elective Deferral Account; and (f) In-Service distributions which are eligible for an In-Plan Roth Rollover are limited to those which are available for other types of distributions. If the Employer in Appendix B to its Adoption Agreement provides for In-Service Distributions which are limited to In-Plan Roth Rollovers, the Employer in Appendix B may permit distribution of an additional amount solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includible in the Participant's gross income by reason of the In-Plan Roth Rollover (and the amount withheld for income taxes). The Plan Administrator may limit the amount of the 100% withholding distribution to the amount the Plan Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution. This Section 6.01(D)(7), other than clause (b), is effective no sooner than September 28, 2010. Clause (b) is effective no earlier than January 1, 2013.

(8) **EACA permissible withdrawal.** If the Employer maintains the Plan as a EACA as defined under Section 3.02(B) and the Employer elects in its Adoption Agreement to allow permissible withdrawals, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) as a permissible withdrawal in accordance with the provisions of Section 3.02(B)(2).

(9) **Pre-2009 Annuity Contracts.** If an Annuity Contract an Insurance Company issued before January 1, 2009 provides for In-Service Distributions other than those described in the Adoption Agreement, then amounts held in that Annuity Contract may be distributed in-service in accordance with its terms unless the Employer has elected not to permit such distributions in Appendix B to its Adoption Agreement.

(10) **Qualified Reservist Distribution ("QRD").** The Employer in its Adoption Agreement may elect to permit in-service distribution of Elective Deferrals as a Qualified Reservist Distribution, or QRD. A QRD means a qualified reservist distribution as defined under Code §72(t)(2)(G)(iii). A QRD is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (A) the distribution is from the Elective Deferral Account; (B) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (C) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

(E) 403(b) Distribution Restrictions.

(1) **Limitation.** A Participant may not receive a distribution of the Participant's Restricted Balances except in the event of: (a) the Participant's death, Disability, Severance of Employment or attainment of age 59 1/2; (b) except with regard to Employer Contributions under a Custodial Account and QNECs, hardship in accordance with Section 6.07; (c) Plan termination, as provided for in Section 9.04, (d) Excess Deferrals described in Section 4.10(A)(2), (e) corrective distributions under Article 4 or Section 7.08, or otherwise permitted by the Code, or (f) as may otherwise be provided by law and in IRS Guidance. This limitation will be applied in conformance with Treas. Reg. §§1.403(b)-6(c) and (d). Also see Sections 6.05 relating to domestic relations orders and 7.05(G) relating to IRS levies.

(2) **Definition of "Restricted Balances."** A Participant's Restricted Balances are the Participant's Elective Deferral Account under an Annuity Contract, all Accounts under a Custodial Account (or transferred from a Custodial Account) and QNEC Account. Restricted balances do not include (a) Employer Contribution Accounts in an Annuity Contract which were not transferred from a Custodial Account; or (b) any Accounts consisting of Employee Contributions or Rollover Contributions and Earnings thereon; or (c) pre-1989 Elective Deferral contributions (excluding Earnings thereon) to an Annuity Contract that are separately accounted for (which may be distributed in accordance with the terms of the Investment Arrangement Documentation).

(F) Mandatory Distributions. The Employer in its Adoption Agreement may elect to have the Plan make Mandatory Distributions. A Mandatory Distribution is a Plan-required distribution to or for a Participant without the Participant's consent upon Severance from Employment, other than a distribution based on the Participant's death or on account of plan termination. A Mandatory Distribution may not exceed the amount the Employer elects in its Adoption Agreement or such lesser amount that may be specified in the Investment Arrangement. In applying the elected Mandatory Distribution amount, the Plan Administrator will include or exclude a Participant's Rollover Contributions Account as the Employer elects in its Adoption Agreement. A Mandatory Distribution does not include the remaining balance of any installment distribution which has already commenced. The Employer will notify the Vendor within a reasonable period of time of each Participant's Severance from Employment. The Vendor, upon notification by the Employer, will distribute a Participant's Mandatory Distribution in a lump sum within a reasonable period of time after notification by the Employer of the Participant's Severance from Employment. The provisions of this Section 6.01(F) do not impair the Participant's right to receive a distribution of the Participant's Vested Account Balance under other Plan provisions prior to receipt of the Mandatory Distribution. If the Vendor Documentation provides for Mandatory Distributions, those provisions shall apply to Investment

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Arrangements held by the Vendor as though elected by the Employer in its Adoption Agreement. See Section 6.08 regarding direct rollovers and automatic rollovers.

6.02 REQUIRED MINIMUM DISTRIBUTIONS. The Plan will comply with the minimum distribution requirements of Code §401(a)(9) in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the IRS. For purposes of applying the distribution rules of Code §401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e). "RMD" refers to a required minimum distribution amount the Plan must distribute pursuant to those rules.

6.03 METHOD OF DISTRIBUTION. Subject to any contrary requirements imposed by the Plan or the Adoption Agreement, a Participant or a Beneficiary may elect distribution under any method permitted in the Investment Agreement Documentation. If the Investment Agreement Documentation does not specify, the Participant or Beneficiary may elect to receive payment in the method or methods specified in the Adoption Agreement. If the Participant receives an annuity, the annuity must be nontransferable and otherwise must comply with the Plan terms. This Section 6.03 does not apply to the extent provided in Section 6.01(A).

(A) Account Types/Sourcing Elections. Subject to the Vendor's operational limitations, if a Participant who will receive a partial distribution of his/her Plan Account has both a Roth Deferral Account (or some other Account with tax basis) and one or more pre-tax Accounts including a Pre-Tax Deferral Account, the Plan operationally will determine the Account source(s) from which the Vendor will make the distribution. The Plan also may permit the affected Participant to elect the Account source(s) of the Participant's distribution unless such elections are contrary to the Code or the Vendor's operational limitations. This Section (A) as to election of Account sources from among multiple sources does not apply to the extent that a Participant is eligible under the Plan terms to receive a distribution only from one specific Account source.

6.04 ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND TO SURVIVING SPOUSES.

(A) Qualified Joint and Survivor Annuity (QJSA). This Section 6.04 does not apply unless the Employer chooses to apply it in the Adoption Agreement. If this Section does apply, the Vendor will distribute a married or unmarried Participant's Vested Account Balance in the form of a QJSA (or in the form of a QOSA described in Section 6.04(A)(8)), unless the Participant, and spouse if the Participant is married, waive the QJSA in accordance with this Section 6.04(A).

(1) **Definition of QJSA if married.** If, as of the Annuity Starting Date, the Participant is married (even if the Participant has not been married throughout the one year period ending on the annuity starting date), a QJSA is an immediate annuity which is purchasable with the Participant's Vested Account Balance and which provides a life annuity for the Participant and a survivor annuity payable for the remaining life of the Participant's surviving spouse equal to 50% of the amount of the annuity payable during the life of the Participant.

(2) **Definition of QJSA if not married.** If, as of the Annuity Starting Date, the Participant is not married, a QJSA is an immediate life annuity for the Participant which is purchasable with the Participant's Vested Account Balance.

(3) **Modification of QJSA benefit.** An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify a different percentage (more than 50% but not exceeding 100%) for the survivor annuity.

(4) **Definitions of life/survivor annuity.** A life annuity means an annuity payable to the Participant in equal installments for the life of the Participant that terminates upon the Participant's death. A survivor annuity means an annuity payable to the Participant's surviving spouse in equal installments for the life of the surviving spouse that terminates upon the death of the surviving spouse.

(5) **QJSA notice/timing.** At least 30 days and not more than 180 days before the Participant's Annuity Starting Date, the Plan must provide the Participant a written explanation of the terms and conditions of the QJSA, the Participant's right to make, and the effect of, an election to waive the QJSA benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election.

(6) **Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QJSA or make a new waiver during the election period. The Participant (and his/her spouse, if the Participant is married), may revoke an election to receive a particular form of benefit at any time until the Annuity Starting Date.

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(7) **Married Participant waiver.** A married Participant's QJSA waiver election is not valid unless: (a) the Participant's spouse (to whom the survivor annuity is payable under the QJSA), after the Participant has received the QJSA notice, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his/her representative) witnesses the spouse's consent; (b) the spouse consents to the alternative form of payment designated by the Participant or to any change in that designated form of payment; and (c) unless the spouse is the Participant's sole primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation.

(a) **Effect of spousal consent/blanket waiver.** The spouse's consent to a waiver of the QJSA is irrevocable, unless the Participant revokes the waiver election. The spouse may execute a blanket consent to the Participant's future payment form election or Beneficiary designation, if the spouse acknowledges the right to limit his/her consent to a specific designation but, in writing, waives that right.

(b) **Spousal consent not required.** The Plan will accept as valid a waiver election which does not satisfy the spousal consent requirements if it is established to the satisfaction of the Plan Administrator that: (i) the Participant does not have a spouse, (ii) the spouse cannot be located, (iii) the Participant is legally separated or has been abandoned (within the meaning of applicable state law) and the Participant has a court order to that effect, or (iv) other circumstances exist under which ERISA excuses the spousal consent requirement (even though the Plan is not subject to ERISA). If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.

(8) **Qualified Optional Survivor Annuity (QOSA).** A Participant who elects to waive the QJSA form of benefit is entitled to elect the QOSA at any time during the applicable QJSA election period. The QJSA notice will explain the terms and conditions of the QOSA. The QJSA provisions of Section 6.04(A) apply to a QOSA the Participant elects pursuant to this Section 6.04(A)(8).

(a) **Definition of QOSA.** A QOSA is an Annuity Contract: (i) for the life of the Participant with a Survivor Annuity for the life of the spouse which is equal to the Applicable Percentage of the amount of the annuity which is payable during the joint lives of the Participant and the spouse; and (ii) which is the actuarial equivalent of a single annuity for the life of the Participant. A QOSA also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(b) **Definition of Applicable Percentage.** For purposes of this Section 6.04(A)(8), the Applicable Percentage is based on the Survivor Annuity percentage under the Plan's QJSA. If the Survivor Annuity percentage is less than 75%, then the Applicable Percentage is 75%. If the Survivor Annuity percentage is greater than or equal to 75%, the Applicable Percentage is 50%.

(c) **No spousal consent requirement for QOSA.** A Participant may elect a QOSA without spousal consent.

(B) Qualified Preretirement Survivor Annuity (QPSA). If a married Participant dies prior to his/her Annuity Starting Date, the Plan Administrator will direct the Vendor to distribute a portion of the Participant's Vested Account Balance to the Participant's surviving spouse in the form of a QPSA, unless the Participant has a valid waiver election in effect or unless the Participant and his/her spouse were not married throughout the one year period ending on the date of the Participant's death.

(1) **Definition of QPSA.** A QPSA is an annuity which is purchasable with 50% of the Participant's Vested Account Balance (determined as of the date of the Participant's death) and which is payable for the life of the Participant's surviving spouse.

(2) **Modification of QPSA.** An individual Investment Arrangement or the Employer in its Adoption Agreement may elect not to apply the one year marriage rule requirement as described in Section 6.04(H) or may specify a different percentage (more than 50% but not exceeding 100%) for the QPSA.

(3) **Ordering rule.** The value of the QPSA is attributable to Employer Contributions, to Pre-Tax Deferrals, and to Roth Deferrals in the same proportion as the Participant's Vested Account Balance is attributable to those contributions.

(4) **Disposition of remaining balance.** The portion of the Participant's Vested Account Balance not payable as a QPSA is payable to the Participant's Beneficiary, in accordance with the remaining provisions of this Article 6.

(5) **Surviving spouse elections.** If the Participant's Vested Account Balance which the Vendor would apply to purchase the QPSA exceeds $5,000, the Participant's surviving spouse may elect to have the Vendor commence payment of the QPSA at any time following the date of the Participant's death, but not later than Section 6.02 requires, and may elect any of the forms of payment described in Section 6.03, in lieu of the QPSA. In the absence of an election by the surviving spouse, the Plan Administrator must direct the Vendor to distribute the QPSA on the earliest administratively practicable date following the close of the Plan Year in which the latest of the following events occurs: (a) the Participant's death; (b) the date the Plan Administrator receives notification of or otherwise

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confirms the Participant's death; (c) the date the Participant would have attained Normal Retirement Age; or (d) the date the Participant would have attained age 62.

(6) **QPSA notice/timing.** The Plan must provide a written explanation of the QPSA to each married Participant within the following period which ends last: (a) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year in which the Participant attains age 34; (b) a reasonable period after an Employee becomes a Participant; (c) a reasonable period after Section 6.04 of the Plan becomes applicable to the Participant; or (d) a reasonable period after the Plan no longer satisfies the requirements for a fully subsidized benefit. A "reasonable period" described in clauses (b), (c) and (d) is the period beginning one year before and ending one year after the applicable event. If the Participant separates from Service before attaining age 35, clauses (a), (b), (c) and (d) do not apply and the Plan must provide the QPSA notice within the period beginning one year before and ending one year after the Separation from Service. The QPSA notice must describe, in a manner consistent with IRS Guidance, the terms and conditions of the QPSA and of the waiver of the QPSA, comparable to the QJSA notice required under Section 6.04(A)(5).

(7) **Waiver frequency and timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QPSA or make a new waiver during the election period. The election period for waiver of the QPSA ends on the date of the Participant's death. A Participant's QPSA waiver election is not valid unless the Participant makes the waiver election after the Participant has received the QPSA notice and no earlier than the first day of the Plan Year in which he/she attains age 35. However, if the Participant incurs a Separation from Service prior to the first day of the Plan Year in which he/she attains age 35, the Plan Administrator will accept a waiver election as to the Participant's Account Balance attributable to his/her Service prior to his/her Separation from Service. In addition, if a Participant who has not incurred a Separation from Service makes a valid waiver election, except for the age 35 Plan Year timing requirement above, the Plan Administrator will accept that election as valid, but only until the first day of the Plan Year in which the Participant attains age 35.

(8) **Spousal consent to waiver.** A Participant's QPSA waiver is not valid unless the Participant's spouse (to whom the QPSA is payable) satisfies or is excused from the consent requirements as described in Section 6.04(A)(7)(b), except the spouse need not consent to the form of benefit payable to the designated Beneficiary. The spouse's consent to the waiver of the QPSA is irrevocable, unless the Participant revokes the waiver election. The spouse also may execute a blanket consent as described in Section 6.04(A)(7)(a).

(C) Effect of Waiver. If the Participant has in effect a valid waiver election regarding the QJSA or the QPSA, the Vendor will distribute the Participant's Vested Account Balance in accordance with Sections 6.01, 6.02 and 6.03.

(D) Loan Offset. The Plan will reduce the Participant's Vested Account Balance by any security interest (pursuant to any offset rights authorized by Section 6.06) held by the Plan by reason of a Participant loan, to determine the value of the Participant's Vested Account Balance distributable in the form of a QJSA or QPSA, provided the loan satisfied the spousal consent requirement described in Section 7.06(D).

(E) Effect of QDRO. For purposes of applying this Article 6, a former spouse (in lieu of the Participant's current spouse) is the Participant's spouse or surviving spouse to the extent provided under a QDRO described in Section 6.05. The provisions of this Section 6.04 apply separately to the portion of the Participant's Vested Account Balance subject to a QDRO and to the portion of the Participant's Vested Account Balance not subject to the QDRO.

(F) Vested Account Balance Not Exceeding $5,000. The Vendor must distribute in a lump sum, a Participant's Vested Account Balance which the Vendor otherwise under Section 6.04 would apply to provide a QJSA or QPSA benefit, where the Participant's Vested Account Balance does not exceed $5,000.

(G) [Reserved]

(H) One-Year Marriage Rule. The Employer in its Adoption Agreement may elect to apply the "one-year marriage rule". If the Employer elects to apply the one-year marriage rule, a Participant is not considered married unless the Participant and his/her spouse were married throughout the one year period ending on the date of the Participant's death.

6.05 DISTRIBUTIONS UNDER A QDRO. Notwithstanding any other provision of this Plan, the Vendor, in accordance with the direction of the Plan Administrator, must comply with the provisions of a QDRO, as defined in Code §414(p)(1)(A), which is issued with respect to the Plan.

(A) Distribution at any Time. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code §414(p)(4)(B)) under the Plan. However, a distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if: (1) the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution; and (2) if the present value of the alternate payee's benefits under the Plan exceeds $5,000, and the QDRO requires the alternate payee's consent to any distribution occurring prior to the Participant's attainment of earliest retirement age, the alternate payee gives such consent.

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(B) Plan Terms Otherwise Apply. Except as to timing of distribution commencement under Section 6.05(A), nothing in this Section 6.05 gives a Participant or an alternate payee a right to receive a type or form of distribution, to receive any option or to increase benefits in a manner that the Plan does not permit.

(C) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order (as defined under Code §414(p)(1)(B) and Section 1.58).

(1) **Notices and order status.** Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this Section 6.05(C)(1) by mailing to the individual's address specified in the domestic relations order, or in a manner consistent with DOL regulations. If the order is not determined to be a QDRO, then no amounts will be paid pursuant to the order to the alternate payee.

(2) **Interim amounts payable.** If any portion of the Participant's Vested Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will direct the Vendor to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will direct the Vendor to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

(3) **Segregated Account.** To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to segregate the QDRO amount in a segregated investment account. The Vendor will make any payments or distributions required under this Section 6.05 by separate benefit checks or other separate distribution to the alternate payee(s).

(4) **Safe Harbor Exemption.** See Section 7.01(I) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

(D) Alternate Procedure for Certain Plans. If the Employer has elected in Appendix B to its Adoption Agreement to apply this alternate procedure, then the provisions of this Section (D) will apply in lieu of the balance of this Section 6.05. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator will establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any provision in other Sections of the Plan relating to alternate payees will apply to the distribution under a domestic relations order.

6.06 DEFAULTED LOAN – TIMING OF OFFSET. If a Participant or a Beneficiary defaults on a Plan loan, the Plan will determine the timing of the reduction (offset) of the Participant's Vested Account Balance in accordance with this Section 6.06 and the Plan's loan policy.

(A) Offset if Distributable Event. If, under the loan policy a loan default also is a distributable event under the Plan, the Vendor, at the time of the loan default, will offset the Participant's Vested Account Balance by the lesser of the amount in default (including accrued interest) or the Plan's security interest in that Vested Account Balance.

(B) Restricted Accounts. To the extent the loan is attributable to the Participant's Restricted Balances, the Vendor will not offset the Participant's Vested Account Balance prior to the earlier of the date the Participant incurs a Severance from Employment or the date the Participant attains age 59 1/2. Consistent with its loan policy, the Plan also may offset a Participant's defaulted loan upon Plan termination, provided the Participant's Account Balance is distributable upon Plan termination.

6.07 HARDSHIP DISTRIBUTIONS. Hardship distributions are permitted under the Plan to the extent permitted by the Adoption Agreement. However, in no event will a hardship distribution be available under an Investment Arrangement which does not provide for hardship distributions. Any hardship distribution will comply with the standards in Section 6.07(A) and comply with the operational rules in Section 6.07(B). Section 6.07(C) contains definitions which apply to hardship distributions.

(A) Standards. All hardship distributions must comply with Treas. Reg. §1.401(k)-1(d)(3). Unless otherwise provided in an Investment Arrangement, hardship distributions will conform to the safe harbor need and safe harbor necessity rules. A hardship distribution from an Investment Arrangement is limited to the aggregate dollar amount of the Participant's Elective Deferrals under the Investment Arrangement (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Investment Arrangement.

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(B) Operational rules.

(1) **Deferral suspension.** To the extent a hardship distribution to a Participant must comply with the safe harbor necessity rules, the Participant will not be able to make Elective Deferrals or Employee Contributions under the Plan during the 6-month period beginning on the date the Participant receives the hardship distribution. The Plan Administrator or the Vendor may adopt a uniform policy that such a suspension will have the effect of revoking the Participant's Salary Reduction Agreement; however, the Participant must have the effective opportunity to enter into a new Salary Reduction Agreement effective after the expiration of the 6-month suspension period.

(2) **Information sharing.** The Employer and the Vendors will exchange information to the extent necessary to implement hardship provisions. If a hardship distribution to a Participant conforms to the safe harbor necessity rules, the Vendor will notify the Employer of the distribution so the Employer can implement the restriction in Section 6.07(B)(1). If the hardship distribution does not comply with the safe harbor necessity rules (because it complies with Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)), the party responsible for approving the distribution must obtain information from the Employer and other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need. See also Section 9.07 regarding information sharing.

(3) **Beneficiary hardship distribution.** A hardship distribution on account of a hardship need of the Participant's Beneficiary is available as permitted in the hardship distribution election form.

(C) Definitions.

(1) **Safe harbor need.** A distribution conforms to the safe harbor need rules if it is for a purpose described in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B), as modified by Q&A 5 of Notice 2007-7 (relating to beneficiary hardship distributions) or other IRS guidance.

(2) **Safe harbor necessity.** A distribution conforms to the safe harbor necessity rules if the amount of the distribution does not exceed the amount of the Participant's immediate and heavy financial need and the distribution otherwise complies with Treas. Reg. §1.401(k)-1(d)(3)(iv)(E).

(D) Ordering. If the Plan permits a hardship distribution from more than one Account type, the Plan (or the Participant in a form that the Plan provides for this purpose), subject to the Investment Arrangement Documentation may determine any ordering of a Participant's hardship distribution from the hardship distribution eligible Accounts, including ordering as between the Participant's Pre-Tax Deferral Account and Roth Deferral Account, if any, provided that any ordering is consistent with any restriction on hardship distributions under this Section 6.07.

6.08 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS.

(A) Election. A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner prescribed by the Vendor, to have any portion of his/her Eligible Rollover Distribution from the Plan paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover. For purposes of this Section 6.08, a Participant includes as to their respective interests: (1) a Participant's surviving spouse, (2) the Participant's spouse or former spouse who is an alternate payee under a QDRO, or (3) any other Beneficiary of a deceased Participant who is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the distribution of an Eligible Rollover Distribution, the Plan must provide a written notice (including a summary notice as permitted under applicable IRS Guidance) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice"). A recipient of an Eligible Rollover Distribution (whether he/she elects a Direct Rollover or elects to receive the distribution), also may elect to receive distribution at any administratively practicable time which is earlier than 30 days (but more than 7 days if Section 6.04 applies) following receipt of the rollover notice. The provisions of this Sections 6.08(B) do not apply to distributions to a Beneficiary described in Section 6.08(A)(3).

(C) Default Rollover. The Vendor, in the case of a Participant who does not respond timely to the rollover notice, may make a Direct Rollover of the Participant's Account in lieu of distributing the Participant's Account.

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(D) Automatic Rollover. In the event of a Mandatory Distribution described in Section 6.01(F) greater than $1,000 to a Participant (or such lesser amount as the Vendor may determine or the Employer elects in its Adoption Agreement), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan the Participant specifies in a Direct Rollover or to receive the distribution directly, then the Vendor will pay the distribution in a Direct Rollover to an Individual Retirement Plan. In applying this Section 6.08(D), the Vendor will aggregate a Participant's Roth Deferral and Pre-Tax Deferral Accounts if each Account Balance exceeds $200. If either the Roth Deferral Account or the Pre-Tax Deferral Account is less than $200, the Vendor will apply this Section 6.08(D) only to the other Account and will not aggregate the Account Balance under $200 with the other Account Balance.

(1) **Determination of Mandatory Distribution amount – Rollovers count.** The Vendor, in determining whether a Mandatory Distribution is greater than $1,000 for purposes of this Section 6.08(D), will include the portion of the Participant's distribution attributable to any Rollover Contribution, regardless of the Employer's Adoption Agreement election to include or exclude Rollover Contributions in defining a Mandatory Distribution.

(2) **Beneficiaries, alternate payees and termination.** The automatic rollover provisions of this Section 6.08(D) do not apply to payees described in Section 6.08(A)(1), (2), or (3) or to distributions to a Participant upon Plan termination.

(E) Limitation on Roth Rollovers. If a Participant wishes to roll over his/her Roth Deferral Account by a 60-day indirect rollover, the Participant may roll over only the taxable portion of the distribution to a Roth account in another plan. However, a Participant may use the 60-day rule to roll over the entire Roth Deferral Account to a Roth IRA.

(F) Definitions. The following definitions apply to this Section 6.08:

(1) **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan the distributee specifies in his/her Direct Rollover election or in the case of an automatic rollover, to the individual retirement plan that the Plan designates.

(2) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement plan, an annuity plan described in Code §403(a), a qualified trust described in Code §401(a), an arrangement described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) sponsored by a governmental employer which accepts the Participant's or alternate payee's Eligible Rollover Distribution. However, with regard to a Participant's Roth Deferral Account, an Eligible Retirement Plan is a Roth IRA described in Code §408A, a Roth account in another plan which permits Roth deferrals. In the case of a Beneficiary described in Section 6.08(A)(3), an Eligible Retirement Plan is limited to an individual retirement plan that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code §408(d)(3)(C)).

(3) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the Participant's Vested Account Balance, except: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (b) any RMD under Section 6.02; (c) the portion of any distribution which is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (d) any hardship distribution; (e) any distribution which otherwise would be an Eligible Rollover Distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than $200; (f) any corrective distribution of excess amounts under Code §§402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; (g) any loans that are treated as deemed distributions under Code §72(p) (h) dividends paid on employer securities described in Code §408(k); (i) the costs of life insurance coverage (P.S. 58 costs); (j) prohibited allocations treated as deemed distributions under Code §409(p); and (k) permissible withdrawals from a EACA described in Code §414(w). For purposes of clause (e), a Participant's Roth Deferral Account is deemed to constitute a separate plan that is subject to a separate $200 limit. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code §§408(a) or 408(b) or (ii) a qualified plan described in Code §§401(a) or 403(a), or (iii) a tax-sheltered annuity described in Code §403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(4) **Individual Retirement Plan.** An Individual Retirement Plan is an individual retirement plan described in Code §408(a) or an individual retirement annuity described in Code §408(b).

6.09 REPLACEMENT OF $5,000 AMOUNT. An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify that as to any or all places in the Plan, including in Section 3.08, Article 6, or Section 9.05(C) where a $5,000 amount appears, a lesser amount will apply. However, the Adoption Agreement provides a specific election with regard to the limit on Mandatory Distributions under Section 6.01(F) and that limit will apply to those distributions.

6.10 SEVERANCE FROM EMPLOYMENT. For purposes of Article 6, Severance from Employment or Separation from Service occurs on any date on which an Employee ceases to be an Employee of an Eligible Employer, even though the Employee may continue to be employed either (A) by another entity that is a Related Employer if that other entity is not an entity that can be an

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Eligible Employer or (B) in a capacity that is not employment with an Eligible Employer. However, an Employee has not suffered a Severance from Employment if the Employee transfers from one Code §501(c)(3) organization to another §501(c)(3) organization that is a Related Employer or if an Employee transfers from one Public School to another Public School of the same State employer. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee. For example, a new employer maintains a plan with respect to an Employee by continuing or assuming sponsorship of the plan or by accepting a transfer of Plan assets and liabilities with respect to the Employee.

6.11 DEEMED SEVERANCE DISTRIBUTIONS. The Employer in its Adoption Agreement will elect whether to permit a deemed severance distribution. If the Employer elects to permit a deemed severance distribution, then notwithstanding Section 1.27(A), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a Severance from Employment solely for purposes of distribution of amounts from Contribution Types the Employer has selected in the Adoption Agreement. If a Participant elects to receive a distribution on account of this deemed severance, and the distribution includes any of the Participant's Elective Deferrals, then the individual may not make Elective Deferrals or Employee Contributions to the Plan during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a QRD), then the other Plan provision will control and the 6-month suspension will not apply.

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ARTICLE 7. ADMINISTRATIVE PROVISIONS

7.01 EMPLOYER ADMINISTRATIVE PROVISIONS.

(A) Information to Plan Administrator. The Employer must supply current information to the Plan Administrator, including the name, date of birth, date of employment, Compensation, leaves of absence, Years of Service and date of Separation from Service of each Employee who is, or who will be eligible to become, a Participant under the Plan, together with any other information which the Plan Administrator considers necessary to properly administer the Plan. The Plan Administrator will supply to the Vendors the information necessary for the administration of their Investment Arrangements and for overall Plan coordination. The Employer's records as to the current information the Employer furnishes to the Plan Administrator are conclusive as to all persons. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing an Investment Arrangement holding any part of the Participant's Account Balance.

(B) Plan Contributions. The Employer is solely responsible to determine the proper amount of any Employer Contributions it makes to the Plan and for the timely deposit to the Investment Arrangement of the Employer Contributions, Employee Contributions, and Elective Deferrals.

(C) Employer Action. The Employer must take any action under the Plan in accordance with applicable Plan provisions and with proper authority such that the action is valid and binding upon the Employer.

(D) No Responsibility for Others. The Employer has no responsibility or obligation under the Plan to Employees, Participants or Beneficiaries for any act (unless the Employer also serves in such capacities) required of the Plan Administrator, a Vendor, or any other service provider to the Plan.

(E) Indemnity of Certain Fiduciaries. The Employer will indemnify, defend and hold harmless the Plan Administrator from and against any and all loss resulting from liability to which the Plan Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Plan Administrator's defense, in case the Employer fails to provide such defense. The Plan Administrator and the Employer may execute a written agreement further delineating the indemnification agreement of this Section 7.01(E). The indemnification provisions of this Section 7.01(E) do not extend to any Vendor (including where the Vendor under Section 1.72 is serving as the Plan Administrator), third party administrator, or other Plan service provider unless so provided in a written agreement (including Investment Arrangement Documentation) executed by such persons and the Employer.

(F) [Reserved]

(G) [Reserved]

(H) ERISA Safe Harbor Exemption. If the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption, the Employer will not make any discretionary determinations (e.g., loans, hardship withdrawals, domestic relations orders and distributions) under the Plan that are inconsistent with the ERISA Safe Harbor Exemption. See Appendix D regarding the allocation of responsibilities. If any Plan provision directs the Employer or Employer acting as Plan Administrator to make a discretionary determination inconsistent with the ERISA Safe Harbor Exemption, the discretionary determination will be made by the Vendor or the third party. This Paragraph supersedes any contrary provisions in the Plan or Investment Arrangement Documentation.

7.02 PLAN ADMINISTRATOR.

(A) Expenses. The Employer or the Plan will pay all reasonable expenses of the Plan Administrator, in accordance with Section 7.04(C)(2).

(B) Resignation and Removal. If one or more persons other than the Employer are serving as Plan Administrator, such person(s) will serve until they resign by written notice to the Employer or until the Employer removes them by written notice. In case of a vacancy in the position of Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy, subject to the limitations of Section 7.01(H).

(C) General Powers and Duties. Subject to the limitations of Section 7.01(H), and to the extent not formally or informally delegated to another party pursuant to Section 7.02(F), the Plan Administrator has the following general powers and duties which are in addition to those the Plan otherwise accords to the Plan Administrator:

(1) **Eligibility/benefit determination.** To determine the rights of eligibility of an Employee to participate in the Plan, all factual questions that arise in the course of administering the Plan, the value of a Participant's Account Balance (based on the value of the Investment Arrangement assets, as determined by the Vendor) and the Vested percentage of each Participant's Account Balance.

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(2) **Rules/policies.** To adopt rules of procedure and regulations or policies the Plan Administrator considers reasonable or necessary for the proper and efficient administration of the Plan, provided the rules are not inconsistent with the terms of the Plan, or the Code. The Plan Administrator may, but is not required to reduce such rules, regulations or policies to writing. The Plan Administrator at any time may amend or terminate prospectively any Plan policy without the requirement of a formal amendment. The Plan Administrator also may create and modify from time to time an administrative checklist which is not part of the Plan, but which is for the purpose of tracking certain plan operational features and to facilitate proper administration of the Plan.

(3) **Construction/enforcement.** To construe and enforce the terms of the Plan and the rules and regulations and policies the Plan Administrator adopts, including discretion to interpret the basic plan document, the Adoption Agreement and any document related to the Plan's operation.

(4) **Distribution/valuation.** To direct the Vendor regarding the crediting and distribution of an Investment Arrangement and to establish additional Valuation Dates and direct the Vendor to conduct interim valuations as of such Valuation Dates.

(5) **Claims.** To review and render decisions regarding a claim for (or denial of a claim for) a benefit under the Plan.

(6) **Information to Employer.** To furnish the Employer with information which the Employer may require for tax or other purposes.

(7) **Service providers.** To engage the service of agents whom the Plan Administrator may deem advisable to assist it with the performance of its duties.

(8) **Investment Manager.** If the Plan Administrator is the Named Fiduciary, to engage the services of an Investment Manager or Managers, each of whom will have full power and authority to manage, acquire or dispose (or direct the Vendor with respect to acquisition or disposition) of any Plan asset under such Manager's control.

(9) **Funding.** To review, not less often than annually, all pertinent Employee information and Plan data in order to establish the funding policy of the Plan and to determine the appropriate methods of carrying out the Plan's objectives. The Plan Administrator must communicate periodically, as it deems appropriate, to the Vendor and to any Plan Investment Manager the Plan's short-term and long-term financial needs for the coordination of the Plan's investment policy with Plan financial requirements.

(10) **Records.** To maintain Plan records and records of the Plan Administrator's activities as necessary or appropriate for the proper administration of the Plan.

(11) **Tax returns and other filings.** To file with IRS as may be required, the Plan's informational tax return and to make such other filings as the Plan Administrator deems necessary or appropriate.

(12) **Notices and disclosures.** To give and to make to Participants and to other parties all Plan related notices and disclosures required under the Code.

(13) **Overpayment.** As may be required or appropriate, to seek return from a Participant or Beneficiary of any distributed amount which exceeds the distributable Vested Account Balance (or exceeds the amount which otherwise should have been distributed) and to allocate any recovered overpayment in accordance with the Plan terms.

(14) **Catch-all.** To make any other determinations and undertake any other actions the Plan Administrator in its discretion believes are necessary or appropriate for the administration of the Plan (except to the extent that the Employer provides express contrary direction) and to otherwise administer the Plan in accordance with the Plan terms.

(D) 403(b) Plan Salary Deferrals. The Plan Administrator may adopt such policies regarding Elective Deferrals as it deems necessary or appropriate to administer the Plan. The Plan Administrator also will prescribe a Salary Reduction Agreement form for use by Participants. However, a Vendor may prescribe forms or policies necessary or appropriate to administering Elective Deferrals to the Vendor's Investment Arrangement.

(E) Limitations on Plan Administrator Responsibility.

(1) **Acts of others.** The Plan Administrator has no responsibility or obligation under the Plan to Participants or Beneficiaries for any act (unless the Plan Administrator also serves in such capacities) required of the Employer, the Vendor, or any other service provider to the Plan.

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(2) **Plan contributions.** The Plan Administrator is not responsible to collect any required Plan contribution or to determine the correctness of any Employer contribution.

(3) **Reliance on information.** The Plan Administrator and the Vendors in administering the Plan are entitled to, but are not required to rely upon, information which a Participant, Beneficiary, Vendor, the Employer, a Plan service provider or representatives thereof provide.

(F) Allocation of Responsibilities. Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in Appendix D to the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Appendix. The Appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The Appendix may be modified from time to time. A modification of Appendix D to the Adoption Agreement is not an amendment of the Plan. Persons identified in Appendix D to the Adoption Agreement to whom administrative functions have been delegated shall have all power and authority of the Plan Administrator to the extent necessary or appropriate to perform those functions.

7.03 DIRECTION OF INVESTMENT.

(A) Employer direction of Investment. The Employer has the right to select the Investment Arrangements made available under the Plan unless an Investment Manager is doing so.

(B) Participant Direction of Investment. The Participant generally has the responsibility to invest his/her Plan Account unless the Plan Administrator or the Participant appoint an Investment Manager to invest the Plan Accounts. The Plan Administrator may impose reasonable administrative conditions on the Participants' ability to direct their Account investments. For purposes of this Section 7.03(B), a Participant includes a Beneficiary where the Beneficiary has succeeded to the Participant's Account and where the Plan Administrator's policy affords the Beneficiary the same (or different) self-direction rights as a Participant.

(1) **Vendor authorization and procedures.** The Vendor only will accept direction from each Participant (or from the Participant's properly appointed independent investment adviser or financial planner) in the form or in the manner that the Plan provides or otherwise approves for this purpose. The Plan may establish procedures relating to Participant direction of investment under this Section 7.03(B) as are not inconsistent with the Plan Administrator's policy regarding Participant direction, including procedures or conditions for electronic transfers or for changes in investments by Participants or by their appointed independent advisers or planners.

(2) **Participant loans.** As part of the loan policy the Plan establishes under Section 7.06, the Plan under Section 7.06(E) may treat a Plan loan made to a Participant as a Participant direction of investment.

(3) **Investment services programs.** The Plan may permit Participants to appoint an Investment Manager or Managers, which may be a Vendor or an affiliate thereof, to render investment allocation services, investment advice or management services (collectively, an "investment services program") to the appointing Participants.

(C) Direction Consistent with Plan. To constitute a proper direction, any direction of investment given to a Vendor under the Plan must be in accordance with the Plan terms.

7.04 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Maintenance of Accounts. The Plan Administrator will maintain, or direct the Vendors to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Earnings or request the Vendors to make its allocations, to the Accounts of the Participants as necessary to maintain proper Plan records: (a) in accordance with the contribution source under Section 7.04(A)(1); (b) in accordance with Section 3.06 allocation conditions; (c) consistent with the Plan Administrator's establishment of investment account types under Section 7.04(A)(2); and (d) consistent with the Employer's Adoption Agreement elections as to method of allocation of Earnings under Section 7.04(B)(4).

(1) **By contribution source.** The Plan, as necessary for the proper administration of the Plan, will establish Plan Accounts for each Participant to reflect his/her Accounts attributable to the following contribution sources and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, in-plan Roth rollovers, Employee Contributions, Mandatory Employee Contributions, Matching Contributions, Nonelective Contributions, QNECs and Rollover Contributions (including Roth and pre-tax amounts).

(2) **By investment account type.** The Plan, as necessary for the proper administration of the Plan, will establish separate Accounts for each Participant to reflect his/her investment account types as described below:

(a) **Group Account.** A group Account is an Account which for investment purposes is not a segregated Account or an individual Account. A group Account includes a group Investment Arrangement. If any or all Plan investment Accounts are grouped, each Participant's Account has an undivided interest in the assets comprising the group Account. In a group Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Investment Arrangement which the net credit

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balance in his/her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts (exclusive of the cash value of the incidental benefit insurance contracts) of all Participants plus the cash surrender value of any incidental benefit insurance contracts held by the Vendor on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant's Accounts for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In a group Account, the Vendor titles the Investment Arrangement in the name of the Plan.

(b) **Individual Accounts.** An individual Account is an Account that is established and maintained for a Participant to invest in one or more Investment Arrangements in which other Participants do not have any interest. A Participant may have one or more individual Accounts in addition to group or segregated Accounts. An individual Account is credited and charged with the Earnings under Section 7.04(B)(4). As of each Valuation Date, the Plan Administrator must reduce an individual Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account. In an individual Account, the Vendor titles the Investment Arrangement in the name of the Participant or the Plan. The Plan Administrator may prohibit investment of funds in individual Accounts to the extent that those funds are not 100% Vested.

(c) **Segregated Accounts.** A segregated Account is an Account the Plan Administrator establishes and maintains or directs the Vendor to establish and maintain for a Participant: (i) to facilitate installment payments under Section 6.03; (ii) to hold a QDRO amount under Section 6.05; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A segregated Account receives all income it earns and bears all expense or loss it incurs. The Vendor will invest the assets of a segregated Account consistent with the purpose for which the Vendor established the Account. As of each Valuation Date, the Plan Administrator must reduce a segregated Account for any forfeiture arising under Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account.

(3) **Value of Account/distributions.** The value of a Participant's Account is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account Balance is its value as of the Valuation Date immediately preceding the date of the distribution.

(B) Allocation of Earnings. This Section 7.04(B) applies solely to the allocation of Earnings of the Investment Arrangement. Any references in this Section 7.04(B) to the Plan Administrator include a Vendor. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article 3.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings since the last Valuation Date.

(2) **Definition of Valuation Date.** The Valuation Date or Dates applicable to a given Investment Arrangement will be as specified in the Investment Arrangement Documentation.

(3) **Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) **Allocation methods.** The Vendor will allocate Earnings to the Participant Accounts in accordance with the Investment Arrangement Documentation.

(C) Plan Expenses. The Plan Administrator must determine whether a particular Plan expense is a settlor expense which the Employer must pay.

(1) **Employer election as to non-settlor expenses.** The Employer will direct the Plan Administrator as to whether the Employer will pay any or all non-settlor reasonable Plan expenses or whether the Plan must bear the expense.

(2) **Allocation of Plan expense.** As to any and all non-settlor reasonable Plan expenses, including Vendor fees, which the Employer determines that the Plan will pay, the Plan Administrator has discretion: (i) to determine the method of allocating reasonable Plan expenses that are charged to the Plan as a whole; (ii) to determine which reasonable Plan expenses the Plan will charge to an individual Participant's Account; and (iii) to adopt an expense policy regarding the foregoing. The Plan Administrator must exercise its discretion under this Section 7.04(C)(2) in a reasonable, uniform manner. Subject to the terms of the Investment Arrangement Documentation, the Plan Administrator will direct the Vendor to pay from the Investment Arrangement or to charge to the overall Plan or to particular Accounts the expenses under this Section 7.04(C)(2) in accordance with the Plan Administrator's election of expense charging method or policy.

(a) **Charge to overall Plan.** If the Plan Administrator charges a Plan expense to the Accounts of all Participants, the Plan Administrator may allocate the Plan expense either pro rata in relation to the total

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balance in each Account on the date the expense is allocated (or as of the most recent Valuation Date) or per capita (an equal amount) to each Participant's Account.

(b) **Charge to individual Participant Accounts.** The Plan Administrator and the Investment Arrangement Documentation, may charge a Participant's Account for any reasonable Plan expenses directly related to that Account, including, but not limited to the following categories of fees or expenses: distribution, loan, QDRO, "lost Participant" search, account maintenance, brokerage accounts, expedited check delivery, investment management (including registered investment advisors' fees) and benefit calculations. The Plan Administrator may charge a Participant's Account for the reasonable expenses incurred in connection with the maintenance of or a distribution from that Account even if the charging of such expenses would result in the elimination of the Participant's Account or in the Participant's not receiving an actual distribution. However, if the actual Account expenses exceed the Participant's Account Balance, the Plan Administrator will not charge the Participant outside of the Plan for such excess expenses.

(c) **Participant's direct payment of investment expenses.** The Plan Administrator may permit Participants to pay directly to the service provider, outside the Plan, Plan expenses such as investment management fees, provided such expenses: (i) would be properly payable either by the Employer or the Plan and are not "settlor" expenses payable exclusively by the Employer; (ii) are not paid in fact by the Employer or by the Plan; and (iii) are not intrinsic to the value of the Plan assets as described in Rev. Rul. 86-142 or in any successor ruling. This Section 7.04(C)(2)(c) does not permit a Participant to reimburse the Plan for expenses the Plan previously has paid. To the extent a Participant does not pay an expense the Participant may pay according to this Section 7.04(C)(2)(c), the Plan Administrator will charge the expense under Sections 7.04(C)(2)(a) or 7.04(C)(2)(b) in accordance with the Plan Administrator's expense policy.

(d) **Charges to former Employee-Participants.** The Plan Administrator may charge reasonable Plan expenses to the Accounts of former Employee-Participants, even if the Plan Administrator does not charge Plan expenses to the Accounts of current Employee-Participants. The Plan Administrator may charge the Accounts of former Employee-Participants by applying one of the Section 7.04(C)(2)(a) or (b) methods.

(D) Fee Recapture Account. The Plan Administrator in its discretion may use a Fee Recapture Account to pay non-settlor Plan Expenses and may allocate funds in the Fee Recapture Account (or excess funds therein after payment of Plan Expenses) as Earnings. The Plan Administrator will exercise its discretion in a reasonable manner. The Employer, in Appendix B to its Adoption Agreement, may specify a particular method the Plan Administrator will use to allocate excess funds in the Fee Recapture Account. A Fee Recapture Account is an account designated to receive amounts which a Plan service provider receives in the form of 12b-1 fees, sub-transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which the service provider receives from a source other than the Plan and which the service provider may remit to the Plan.

(E) Late Trading and Market Timing Settlement. In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Plan Administrator will allocate the settlement proceeds to Participants and Beneficiaries in a reasonable manner as the Plan Administrator may determine.

7.05 PARTICIPANT ADMINISTRATIVE PROVISIONS.

(A) Beneficiary Designation. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Vendor will pay all or any portion of the Participant's Vested Account Balance (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may, to the extent the Vendor permits, designate the form and method of distribution of his/her Account to the Beneficiary. The Plan will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan the form effectively revokes all designations filed with the Plan prior to that date by the same Participant. This Section 7.05(A) also applies to the interest of a deceased Beneficiary or a deceased alternate payee where the Beneficiary or alternate payee has designated a Beneficiary. Delivery of a Beneficiary Designation to a Vendor affects only distributions from the Investment Arrangement(s) that Vendor provides. In the event of a conflict between a beneficiary designation provided to the Plan Administrator and a beneficiary designation provided to a Vendor, the Vendor's designation will control the distribution of the Vendor's Investment Arrangements.

(1) **Automatic revocation of spousal designation.** A divorce decree revokes the Participant's prior designation, if any, of his/her spouse or former spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; (b) the Employer provides otherwise in Appendix B to its Adoption Agreement or (c) prohibited under state law. This Section 7.05(A)(1) applies solely to a Participant whose divorce becomes effective on or after the date the Employer executes this Plan unless the Plan is a Restated Plan and the prior Plan contained a provision to the same effect.

(2) **Coordination with QJSA/QPSA requirements.** If Section 6.04 applies to the Participant, this Section 7.05 does not impose any special spousal consent requirements on the Participant's Beneficiary designation unless the Participant waives the QJSA or QPSA benefit. If the Participant waives the QJSA or QPSA benefit without spousal consent to the Participant's Beneficiary designation: (a) any waiver of the QJSA or of the QPSA is not valid; and (b) if the Participant dies prior to his/her Annuity Starting Date, the Participant's Beneficiary designation will apply only to the portion of the death benefit which is not payable as a QPSA. Regarding clause (b), if the Participant's surviving

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spouse is a primary Beneficiary under the Participant's Beneficiary designation, the Vendor will satisfy the spouse's interest in the Participant's death benefit first from the portion which is payable as a QPSA.

(3) **Limitation on beneficiary designation of married Participants.** This Section 7.05(A)(3) applies only if the Employer has elected in Appendix B to its Adoption Agreement to apply this provision and has not elected to apply the Joint and Survivor rules of Section 6.04. The Beneficiary designation of a married Participant, is not valid unless the Participant's spouse consents (in a manner described in Section 6.04(A)(7)) to the Beneficiary designation. The spousal consent requirement in this Section 7.05(A)(3) does not apply if the Participant's spouse is the Participant's sole primary Beneficiary. Operationally, the Employer may waive this limitation for Participants who have been married less than one year at the time of the Participant's death.

(4) **Limitation on frequency of Beneficiary changes.** A Participant may change his/her Beneficiary in accordance with this Section 7.05(A) as often as the Participant wishes, unless the Employer in Appendix B to its Adoption Agreement elects to impose a minimum time interval between changes, but with an exception for certain major life events, such as death of a Beneficiary, divorce and other such events as the Plan Administrator reasonably may determine.

(5) **Definition of spouse.** The Employer in Appendix B to its Adoption Agreement may define the term "spouse." That definition shall apply for all Plan purposes other than Section 6.02 related to requited minimum distributions.

(B) Default Beneficiary. If: (i) a Participant fails to name a Beneficiary in accordance with Section 7.05(A); or (ii) the Beneficiary (and all contingent or successive Beneficiaries) whom the Participant designates predecease the Participant, are invalid for any reason, or disclaim the Participant's Vested Account Balance and the disclaimers have been accepted as valid, then the Vendor (subject to any contrary provision in Appendix B to the Adoption Agreement or any contrary provision in Investment Arrangement Documentation) will distribute the Participant's Vested Account Balance in accordance with Section 6.03 in the following order of priority to:

(1) **Spouse.** The Participant's surviving spouse (without regard to the one-year marriage rule of Sections 6.04(H)); and if no surviving spouse to

(2) **Descendants.** The Participant's descendants (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to

(3) **Parents.** The Participant's surviving parents, in equal shares; and if none to

(4) **Estate.** The Participant's estate.

(C) Administration of Default Provision. The Employer in Appendix B to its Adoption Agreement may specify a different list or ordering of the list of default beneficiaries. The Employer in Appendix B to its Adoption Agreement may define the term "spouse" under Section 7.05(B)(1). In the absence of such a definition, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with the Code provisions relating to retirement plans.

(D) Death of Beneficiary. If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Vested Account Balance, the Vendor will distribute the remaining Vested Account Balance to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; (2) the Beneficiary has properly designated a beneficiary; or (3) the Employer provides otherwise in Appendix B to its Adoption Agreement. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms.

(E) Simultaneous Death of Participant and Beneficiary. If a Participant and his/her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Plan will presume conclusively that the Beneficiary predeceased the Participant.

(F) Incapacitated Participant or Beneficiary. If, in the opinion of the Plan, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Vendor will make the distribution to the Participant's or Beneficiary's guardian, conservator, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing satisfactory evidence of such status. The Plan Administrator and the Vendor do not have any liability with respect to payments so made and neither the Plan Administrator nor the Vendor has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

(G) Assignment or Alienation. Except for Plan Loans (Section 7.06) and as provided in Section 6.05 relating to domestic relations orders, and in ERISA §206(d) relating to certain voluntary, revocable assignments, judgments and settlements (even though the Plan is not subject to ERISA), neither a Participant nor a Beneficiary may anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Vendor will not recognize any such anticipation, assignment or alienation. Except as provided by law, a benefit under the Plan is not subject to attachment,

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garnishment, levy, execution or other legal or equitable process. Without regard to distribution restrictions otherwise provided herein, the Plan Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

(H) [Reserved]

(I) Claims Procedure for Denial of Benefits. The Plan Administrator may adopt a claims procedure which will apply to claims under the Plan. In the absence of such a procedure, the Investment Arrangement Documentation may provide for a claims procedure which will apply to the Investment Arrangement.

(J) Inability to Determine Beneficiary. In the event that the Plan Administrator is unable to determine the identity of a Participant's Beneficiary under circumstances of competing claims or otherwise, the Plan may file an interpleader action seeking an order of the court as to the determination of the Beneficiary. The Plan Administrator, the Vendor and other Plan fiduciaries may act in reliance upon any proper order issued under this Section 7.05(J) in maintaining, distributing or otherwise disposing of a Participant's Account under the Plan terms, to any Beneficiary specified in the court's order.

7.06 PLAN LOANS.

(A) Loan Policy. Subject to the terms of the Investment Arrangement Documentation, if the Adoption Agreement permits Participant Loans, the Plan Administrator may establish, amend or terminate, a policy for making Plan loans (including collateralized loans made by an Annuity Provider under the Annuity Contract), if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be in writing. The policy must include: (i) the identity of the person or positions authorized to administer the Participant loan program; (ii) the procedure for applying for a loan; (iii) the criteria for approving or denying a loan; (iv) the limitations, if any, on the types and amounts of loans available; (v) the procedure for determining a reasonable rate of interest; (vi) the types of collateral which may secure the loan; (vii) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default; and (viii) acceptable methods for repayment of the loan. A loan policy the Plan Administrator adopts under this Section 7.06 is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.02.

(B) Requirements for Plan Loans. The Vendor may make a Plan loan to a Participant or to a Beneficiary in accordance with the loan policy and the Investment Arrangement Documentation, provided: (1) the loan policy satisfies the requirements of this Section 7.06; (2) the loan bears a reasonable rate of interest; (3) the loan provides for a fixed repayment schedule (except that the loan policy may suspend loan payments pursuant to Code §414(u)(4) or other Code provisions); (4) the default provisions of the note permit offset of the Participant's Vested Account Balance only at the time when the Participant has a distributable event under the Plan, but without regard to whether the Participant consents to distribution as otherwise may be required under Section 6.01; (5) the amount of the loan does not exceed (at the time the Plan extends the loan) the present value of the Participant's Vested Account Balance in the Vendor's Investment Arrangement; and (6) the loan has repayment safeguards to which a prudent lender would adhere. The Vendor may impose additional restrictions on loans, provided such terms are consistent with the Code.

(C) Default as Distributable Event. The loan policy may provide a Participant's loan default is a distributable event with respect to the defaulted amount, irrespective of whether the Participant otherwise has incurred a distributable event at the time of default, except as to amounts which the Participant used to secure his/her loan and which remain subject to distribution restrictions under Section 6.01(E) which may not be distributed in-service at the time of default.

(D) QJSA Requirements. If the QJSA requirements of Section 6.04 apply to the Participant, the Participant may not pledge any portion of his/her Account Balance that is subject to such requirements as security for a loan unless, within the 180 day period ending on the date the pledge becomes effective, the Participant's spouse, if any, consents (in a manner described in Section 6.04 other than the requirement relating to the consent of a subsequent spouse) to the security or, by separate consent, to an increase in the amount of security.

(E) Treatment of Loan as Participant-Directed. The Plan Administrator, to the extent provided in a written loan policy and consistent with Section 7.03(B), will treat a Plan loan made to a Participant as a Participant-directed investment, even if the Plan otherwise does not permit a Participant to direct his/her Account investments. Where a loan is treated as a directed investment, the borrowing Participant's Account alone shares in any interest paid on the loan, and the Account alone bears any expense or loss it incurs in connection with the loan. The Vendor may retain any principal or interest paid on the borrowing Participant's loan in a segregated Account (as described in Section 7.04(A)(2)(c)) on behalf of the borrowing Participant until the Vendor deems it appropriate to add the loan payments to the Participant's Account under the Plan.

(F) ERISA Safe Harbor Exemption. If the Employer intends for the Plan to qualify under the Safe Harbor Exemption, the determination of the terms under which Participants may obtain loans is made by reference to the Investment Arrangement Documentation.

(G) Coordination; Code §72(p). To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator will take such steps as may be appropriate to coordinate the limitations on loans set forth in Code §72(p), including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the

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Employer. The Plan Administrator will also take such steps as may be appropriate to collect information from Vendors, and transmit information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer. The Vendors will cooperate with the Plan Administrator in providing information needed under this Section 7.06(G). No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the nonforfeitable accrued benefit of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, except that if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond a commercially reasonable period from the date of the loan.

7.07 LOST PARTICIPANTS. If the Plan is unable to locate any Participant or Beneficiary whose Account becomes distributable under the Plan (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 7.07 consistent with the Investment Arrangement Documentation. The provisions of this Section 7.07 no longer apply if the Plan, prior to taking action to dispose of the lost Participant's Account under Section 7.07(A)(2) or 7.07(B)(2), receives a distribution election from the Participant.

(A) Ongoing Plan. The provisions of this Section 7.07(A) apply if the Plan is ongoing.

(1) **Attempt to Locate.** The Plan must conduct a reasonable and diligent search for the Participant, using one or more of the search methods described in Section 7.07(C).

(2) **Failure to locate/disposition of Account.** If a lost Participant remains un-located after 6 months following the date the Plan first attempts to locate the lost Participant using any of the search methods described in Section 7.07(C), the Plan may forfeit the lost Participant's Account, provided the Account is not subject to the Automatic Rollover rules of Section 6.08(D). If the Plan forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan will allocate the forfeiture in accordance with Section 3.07. The Plan under this Section 7.07(A)(2) will forfeit the entire Account of the lost Participant, including Elective Deferrals and Employee Contributions.

(3) **Subsequent restoration of forfeiture.** If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his/her forfeited Account, the Plan will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for Earnings occurring subsequent to the forfeiture. The Plan will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan otherwise would allocate for the Plan Year, and then from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Employer in Appendix B to its Adoption Agreement may provide that the Plan will use group Investment Arrangement net income or gain for the Plan Year, if any, as a source of the restoration, or may modify the order of priority of the sources of restoration described in the previous sentence. The Plan will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan restores the forfeited Account.

(B) Terminating plan. The provisions of this Section 7.07(B) apply if the Plan is terminating.

(1) **Attempt to locate.** The Plan, to attempt to locate a lost Participant when the Plan is terminating, must conduct a reasonable and diligent search for the Participant. The Plan Administrator may use its discretion in determining the search method or methods.

(2) **Failure to locate/disposition of Account.** If a lost Participant remains un-located after a reasonable period the Plan Administrator will distribute the Participant's Account under Sections 7.07(B)(2)(a), (b) or (c) as applicable.

(a) **No Annuity Contract/no other 403(b) Plan.** If the terminating Plan does not provide an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute the lost Participant's Account in an Automatic Rollover to an individual retirement plan under Section 6.08(D), unless the Plan determines it is impracticable to complete an Automatic Rollover or is unable to locate an individual retirement plan provider willing to accept the rollover distribution. In such event, the Plan may: (i) distribute the Participant's Account to an interest-bearing insured bank account the Plan establishes in the Participant's name; or (ii) distribute the Participant's Account to the unclaimed property fund of the state of the Participant's last known address.

(b) **Plan provides Annuity Contract/no other 403(b) Plan.** If the terminating Plan provides for an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute an Annuity Contract payable to the lost Participant for delivery to the Participant's last known address reflected in the Plan's records.

(c) **Employer maintains another 403(b) Plan.** If the Employer maintains another 403(b) Plan, the Plan Administrator may (in lieu of taking the actions described in Sections 7.07(B)(2)(a) or (b)) transfer the lost Participant's Account to the other 403(b) Plan.

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(C) Search methods. The search methods described in this Section 7.07 are: (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail; (2) check with other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts; (3) identify and contact the Participant's designated Beneficiary; (4) use free Internet search tools; and (5) use a commercial locator service, credit reporting agencies, other Internet tools or other search method. Regarding search methods (2) and (3) above, if the Plan encounters privacy concerns, the Plan may request that the Employer or other plan fiduciary (under (2)), or the designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan. The purpose of this Section is to reflect DOL Guidance regarding locating missing or unresponsive Participants as of the date the Plan was written, which have changed over time.

(D) Uniformity. The Plan will apply Section 7.07 in a reasonable and uniform manner, but in determining a specific course of action as to a particular Account, reasonably may take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan's ability to establish and the expense of establishing a rollover IRA, and other factors.

(E) Expenses of search. The Plan, in accordance with Section 7.04(C)(2)(b), may charge to the Account of a Participant the reasonable expenses incurred under this Section 7.07 and which are associated with the Participant's Account, without regard to whether or when the Plan actually locates or makes a distribution to the Participant.

(F) Alternative Disposition. The Plan under Sections 7.07(A) or (B) operationally may dispose of a lost Participant's Account in any reasonable manner which is not inconsistent with the Code. The Plan Administrator or a Vendor may adopt a policy under this Section 7.07 as it deems reasonable or appropriate to administer the Accounts of lost Participants. To the extent a Vendor adopts a policy, that policy will apply to Investment Arrangements of this Plan which the Vendor administers, and the terms and administration of the Policy must be uniform among such Investment Arrangements. The Plan also may administer lost Participant Accounts consistent with the Code which is contrary to any provision of Section 7.07.

7.08 PLAN CORRECTION. The Plan Administrator in conjunction with the Employer may undertake such correction of Plan failures as the Plan Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §403(b). Without limiting the Plan Administrator's authority under the prior sentence, the Plan Administrator, as it determines to be reasonable and appropriate, may undertake or assist the Employer in undertaking correction of Plan document, operational, demographic and employer eligibility failures under a method described in the Plan or under the Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. The Plan Administrator may correct an operational failure by distributing from the Plan Elective Deferrals, including Earnings, and the Plan Administrator may forfeit any Matching Contributions, including Earnings, attributable to the distributed Elective Deferrals or any other Matching Contribution which a Participant has not otherwise accrued.

7.09 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION.

(A) Plan Administrator's Discretion. The Plan Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(B) Written Communications. All Plan notices and all Participant or Beneficiary notices, designations, elections, consents or waivers must be in writing (which under Section 7.09(C) may include an electronic communication) and made in a form the Plan specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period as permitted by law.

(C) Use of Electronic Media. The Plan using any electronic medium may give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under the Code. A Participant, a Participant's spouse, or a Beneficiary, may use any electronic medium to provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent allowed by the Code. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version.

(D) Evidence. Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Plan Administrator and the Vendors are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(E) Plan Terms Binding. The Plan is binding upon the Employer, Plan Administrator, Vendors (and all other service providers to the Plan), upon Participants, Beneficiaries and all other persons entitled to benefits, and upon the successors and assigns of the foregoing persons. As to a Vendor, see Section 8.01(B).

(F) Employment Not Guaranteed. Nothing contained in this Plan, or any modification or any amendment to the Plan, or in the creation of any Account, or with respect to the payment of any benefit, gives any Employee, Participant or any Beneficiary any right to employment or to continued employment by the Employer, or any legal or equitable right against the Employer, the Plan Administrator or any employee or agent thereof, except as expressly provided by the Plan.

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(G) Word Usage. Words used in the masculine also apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural includes the singular and the singular includes the plural. Titles of Plan and Adoption Agreement sections are for reference only.

(H) State Law. The law of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of the Plan. The Employer in Appendix B to its Adoption Agreement, may elect to apply the law of another state.

(I) Parties to Litigation. A Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, an Investment Arrangement or any fiduciary of the Plan. Any final judgment entered in any such proceeding will be binding upon the Employer, the Plan Administrator, affected Vendors, Participants and Beneficiaries and upon their successors and assigns provided that the Vendor has been properly served and has had opportunity to litigate the issue.

(J) Fiduciaries Not Insurers. The Plan Administrator and the Employer in no way guarantee the Investment Arrangements from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from an Investment Arrangement. The liability of the Employer, the Plan Administrator and a Vendor to make any payment from the Investment Arrangement at any time and all times is limited to the then available assets of the Account.

(K) Construction/Severability. The Plan, the Adoption Agreement, the Investment Arrangements and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §403(b). Any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

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ARTICLE 8. PLAN FUNDING

8.01 INVESTMENT ARRANGEMENTS/ INCORPORATION OF TERMS.

(A) Alternative Investment Arrangements. The Plan may be funded by means of one or more Custodial Accounts or Annuity Contracts. The Employer will specify in Appendix D to its Adoption Agreement the Annuity Contracts and Custodial Accounts available under the Plan.

(1) **Multiple vehicles.** The Plan may provide more than one Investment Arrangement within the single Plan.

(2) **Selection of specific funding.** The Employer in its sole discretion will designate from time to time the specific Investment Arrangements which are available as Plan investments. The Employer may change such designation at any time.

(3) **Nonforfeitability.** An Investment Arrangement must be nonforfeitable under Code §403(b)(1)(C), except as otherwise provided herein (such as the vesting provisions of Article 5).

(4) **Group trust.** As permitted under the Code, Plan assets under a Custodial Account may be invested in a group trust with assets held by tax qualified plans or individual retirement plans. Notwithstanding any contrary provision in the Plan, the Plan Administrator may transfer, unless restricted in writing by the Custodian, Plan assets to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §403(b), Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible Governmental Plans under Code §457(b). For purposes of valuation, the value of the interest maintained by the Plan in such group trust will be the fair market value of the portion of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Revenue Ruling 81-100 (as modified and clarified by Revenue Ruling 2004-67), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan, subject to the limitations contained herein. The provisions of the group trust fund will govern any investment of Plan assets in that fund. For purposes of this Section 8.01(A)(4), a trust includes a custodial account which is treated as a trust under Code §401(f).

(B) Incorporation of Terms. The Plan under this Section 8.01(B) incorporates the provisions of the Investment Arrangement Documentation, recordkeeping agreements between the Employer or Plan Administrator and a Vendor, and any other written documents the Employer designates as part of the Plan by reference as part of the Plan. The incorporated provisions will set forth and will govern the Vendor's appointment, powers, duties, fees, termination and all other material terms of the Vendor's engagement to provide services to the Plan and to its Participants and Beneficiaries. To the extent that any of these incorporated provisions conflict with the remaining Plan terms, the Plan provisions will prevail.

8.02 CONTRIBUTION TIMING.

(A) General. The Employer will make its contributions to the Investment Arrangement within a period that is not longer than is reasonable for the proper administration of the Plan.

(B) Elective Deferrals. The Employer will transmit Elective Deferrals to an Investment Arrangement within a reasonable period of time following the date the Employer withholds the Elective Deferrals from the Participant's Compensation.

8.03 ANNUITY CONTRACT.

(A) Defined. An Annuity Contract is defined in 1.06, subject to the additional rules of this Section 8.03.

(1) **Transition Rule.** An Annuity Contract issued under a State maintained Plan established on or before May 17, 1982, need not comply with the requirement that the contract issuer be qualified to issue annuities in a State.

(B) Prohibition on Life Insurance and Other Insurance. An Annuity Contract may not consist of a life insurance contract under Code §7702, an endowment contract, a health or accident insurance contract, nor a property, casualty, or liability insurance contract. This limitation does not apply to a contract issued before September 24, 2007.

8.04 CUSTODIAL ACCOUNT.

(A) Defined. A Custodial Account is defined in Section 1.14, as established under a Custodial Agreement, subject to the additional rules of this Section 8.04.

(B) Limitation on Investment Assets/Other Limitations. All assets held in the Custodial Account must be invested in stock of one or more regulated investment companies as defined in Code §851(a).

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ARTICLE 9. ADDITIONAL PROVISIONS

9.01 EXCLUSIVE BENEFIT. Except as provided under Section 3.01(E), the Employer does not have any beneficial interest in any asset of an Investment Arrangement and no part of any asset in an Investment Arrangement may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Investment Arrangement, or any asset of the Investment Arrangement, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

9.02 AMENDMENT.

(A) Permitted Amendments. The Employer, consistent with this Section 9.02 and other applicable Plan provisions, has the right, at any time to amend the Plan as follows:

(1) **Adoption Agreement.** To restate or amend the elective provisions of the Adoption Agreement (changing an existing election or making a new election) in any manner the Employer deems necessary or advisable;

(2) **Code §415.** To add in Appendix B to its Adoption Agreement overriding language to satisfy Code §415 because of the required aggregation of multiple plans; and

(3) **Interim Amendments.** To make such good faith amendments as the Employer considers necessary to keep the Plan in compliance with the Code.

(B) Amendment Formalities.

(1) **Writing.** The Employer must make all Plan amendments in writing. Each amendment must specify the amendment execution date and, if different from its execution date, must specify the date as of which the amendment is either retroactively or prospectively effective.

(2) **Restatement.** An Employer may amend its Plan by means of a complete restatement of its Adoption Agreement. To restate its Plan, the Employer must complete, and the Employer must execute and date, a new Adoption Agreement or a replacement plan document.

(3) **Amendment (without restatement).** An Employer may amend its Plan without completion of a new Adoption Agreement by either: (a) completion and substitution of one or more Adoption Agreement pages including a new Adoption Agreement Execution Page executed and dated by the Employer; or (b) other written instrument amending the Adoption Agreement executed and dated by the Employer.

(4) **Operational discretion and policy not an amendment.** A Plan amendment does not include the Plan Administrator's exercise of any operational discretion the Plan accords to the Plan Administrator, including but not limited to, the Plan Administrator's adoption, modification or termination of any policy, rule or regulation in accordance with the Plan or any change to an administrative checklist, or other ancillary documents described in Section 1.04 which are part of the Plan, other than the Adoption Agreement and the basic plan document. This provision does not grant any discretionary authority to the Plan Administrator which would be inconsistent with the provisions of Section 7.01(H).

(5) **Signatory Employer authority.** If the Plan has Participating Employers, only the Signatory Employer need execute any Plan amendment under this Section 9.02. See Section 1.29(A).

(C) Impermissible Amendment/Protected Benefits.

(1) **Exclusive benefit/no reversion.** The Employer may not amend the Plan to permit any of an Investment Arrangement (other than as required to pay taxes and reasonable administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries. An amendment may not cause any portion of the Investment Arrangement to revert to the Employer or to become the Employer's property.

(2) **Alteration of Plan Administrator or Vendor duties.** The Employer may not amend the Plan in any manner which affects the powers duties or responsibilities of the Plan Administrator, or of a Vendor without the written consent of the affected party.

(3) **No cut-backs.** An amendment (including the adoption of this Plan as a restatement of an existing plan) may not decrease a Participant's Account Balance.

(D) Practitioner Amendments. The Practitioner may amend any part of the Plan. For purposes of Practitioner amendments, the mass submitter shall be recognized as the agent of the Practitioner. If the Practitioner does not adopt the amendments made by the mass submitter, it will no longer be based on the mass submitter Plan.

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9.03 VOLUME SUBMITTER PRACTITIONER AMENDMENTS.

(A) General. The Practitioner, without the Employer's consent, may amend the Plan (including any Adoption Agreement), from time to time on behalf of Employers who have previously adopted the Plan: (1) to conform the Plan to any changes to the Code, and other IRS Guidance (including adoption of model, sample or other required good faith amendments that specifically provide that their adoption will not cause such plan to be individually designed); or (2) to make corrections to prior approved plans that may be applied to all employers who adopted the Plan. The Practitioner, also may amend the Plan (including any Adoption Agreement), from time to time effective as to employers who have not yet adopted the Plan. The Practitioner's mass submitter may act as the agent of the Practitioner in adopting amendments.

(B) Notice to Employers. The Practitioner must make reasonable and diligent efforts to ensure adopting Employers have actually received and are aware of all Practitioner generated Plan amendments and that such Employers complete and sign new Adoption Agreements when necessary.

(C) Prohibited Amendments. Except under Section 9.03, the Practitioner may not amend the Plan in any manner which would modify any adopting Employer's Plan existing Adoption Agreement election without the Employer's written consent. In addition, the Practitioner may not amend the Plan in any manner which would violate Section 9.02(C).

(D) Practitioner limitations. A Practitioner may no longer amend the Plan as to any adopting Employer as of the date: (1) the Employer amends its Plan in a manner as would result in the type of plan not permitted under the Volume Submitter program; or (2) the IRS notifies the Practitioner that the Plan is being treated as an individually designed plan.

9.04 FROZEN PLAN.

(A) Employer Action to Freeze. The Employer subject to Section 9.02(C) and by proper Employer action has the right, at any time, to suspend or discontinue all contributions under the Plan and thereafter to continue to maintain the Plan as a Frozen Plan (subject to such suspension or discontinuance) until the Employer terminates the Plan. During any period while the Plan is frozen, the Plan Administrator will continue to: (1) allocate forfeitures, if any, in accordance with Section 3.07, irrespective of when the forfeitures occur under Section 5.07; and (2) operate the Plan in accordance with its terms other than those related to the making and allocation of additional (new) contributions.

(B) Not a Termination. A resolution or an amendment to discontinue all future contributions, but otherwise to continue maintenance of this Plan, is not a Plan termination for purposes of Section 9.05.

9.05 PLAN TERMINATION.

(A) Employer Action to Terminate. The Employer, subject to Section 9.02(C) and by proper Employer action, has the right, at any time, to terminate this Plan. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. The Plan will terminate upon the first to occur of the following:

(1) **Specified date.** The Effective Date of termination specified by proper Employer action; or

(2) **Employer no longer exists.** The Effective Date of dissolution or merger of the Employer, unless a successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under this Plan.

(B) QTA Action to Terminate Abandoned Plan.

(1) **Definition of a Qualified Termination Administrator (QTA).** A QTA is an entity which: (a) is a Vendor which is eligible to sponsor an individual retirement account or an individual retirement annuity; and (b) holds the assets of the abandoned Plan.

(2) **QTA procedure.** A QTA, after making reasonable efforts to contact the Employer, may make a determination that the Employer has abandoned the Plan. The QTA then may: (i) update Plan records; (ii) calculate benefits; (iii) allocate assets and expenses; (iv) engage service providers and pay reasonable Plan expenses; (v) provide required notice to Participants and Beneficiaries regarding the Plan termination; (vi) distribute Plan benefits; and (vii) take all other reasonable and necessary actions to wind-up and terminate the Plan. The QTA then may complete distributions from the Plan, file the necessary reports and terminate the Plan. Alternatively, the QTA may terminate the Plan using a procedure analogous to that outlined herein.

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(C) General Procedure upon Termination. Upon termination of the Plan, the distribution provisions of Article 6 remain operative, with the following exceptions and subject to any restrictions in the Investment Arrangement Documentation:

(1) **Distribution; transfer.** The Vendor may distribute the Participant's Vested Account Balance to him/her in a lump sum as soon as administratively practicable after the Plan terminates. Alternatively, if the Employer maintains any other 403(b) plan, the Plan Administrator to facilitate Plan termination may direct the Vendor to transfer the Account of a Participant to the other 403(b) Plan.

(2) **Plan Termination Distribution.** For purposes of the Plan termination requirements, the Plan may treat the delivery of a fully paid Annuity Contract as a distribution.

(D) [Reserved]

(E) 403(b) Plan Distribution Restrictions. A Participant's Restricted Balances are distributable on account of Plan termination, as described in this Section 9.05, only if: (i) the Employer (including any Related Employer, determined as of the Effective Date of Plan termination) does not maintain an Alternative 403(b) Plan and the Plan distributes the Participant's entire Vested Account Balance in a lump sum; or (ii) the Participant otherwise is entitled under the Plan to a distribution of his/her Vested Account Balance.

(1) **Definition of Alternative 403(b) Plan.** An Alternative 403(b) Plan is another 403(b) Plan to which the Employer makes contributions during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminating Plan. However, a plan is not an Alternative 403(b) Plan if less than 2% of the Employees eligible to participate in the terminating Plan as of the termination date are eligible to participate (beginning 12 months prior to and ending 12 months after the Plan's termination Effective Date and distribution of all of the assets of the terminated Plan) in the potential Alternative 403(b) Plan.

(F) Continuing Investment Arrangement Documentation. A Vendor's Investment Arrangement Documentation will continue in effect until the Vendor has distributed all of the benefits under the Investment Arrangement. On each Valuation Date, the Plan will credit any part of a Participant's Account Balance retained in the Investment Arrangement with its share of Earnings.

(G) Lost Participants. The Vendor will distribute the Accounts of lost Participants in a terminating Plan in accordance with the Plan Administrator's direction under Section 7.07(B) or as the Investment Arrangement Documentation may provide.

(H) Vesting. Upon either full or partial termination of the Plan, an affected Participant's right to his/her Account Balance is 100% Vested, irrespective of the Vested percentage which otherwise would apply under Article 5.

9.06 MERGER/DIRECT TRANSFER.

(A) Authority. The Plan Administrator possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with another 403(b) Plan, including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement. The limitations of this Section 9.06 do not apply to rollovers described in Sections 3.08 or 6.08. Except as provided in Sections 9.06(G) and (H), the Plan may not accept a transfer or merger from, or make a transfer or merger to, a qualified plan or a plan described in Code §457(b).

(B) Regulatory Requirements.

(1) **Contract exchange within same plan.** Except as the Employer otherwise elects in Appendix B to its Adoption Agreement, a Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for another Investment Arrangement then authorized to receive ongoing contributions under the Plan provided the exchange satisfies the following conditions: (1) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; and (2) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement.

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(2) **Plan-to-plan transfer.** A plan-to-plan transfer is permissible, if the transfer satisfies the following conditions: (1) the Participant (or Beneficiary) subject to the transfer is an employee or former employee of the employer providing the receiving plan; (2) the transferor plan provides for transfers; (3) the receiving plan provides for the receipt of transfers; (4) the Participant's Accumulated Benefit after the transfer at least equals the Participant's Accumulated Benefit before the transfer; (5) to the extent the transferred Investment Arrangement is subject to 403(b) Distribution Restrictions, the receiving plan imposes distribution restrictions no less stringent than those imposed on the transferor plan; and (6) if the transfer does not constitute a complete transfer of the Participant's interest in the transferor plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's interest in the transferor plan (*e.g.*, a pro rata interest in any Employee Contributions). This Plan expressly prohibits such transfers except to the extent the Employer provides otherwise in Appendix B to its Adoption Agreement. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section and Treas. Reg. §1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code §403(b).

(3) **Contract exchange to Vendor which is not part of the Plan.** A Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for an Investment Arrangement not provided under the Plan, if the exchange satisfies the following conditions: (1) the Vendor agrees to assume the responsibilities of a Vendor hereunder; (2) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; (3) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement; (4) the Employer has not prohibited the exchange in Appendix B to its Adoption Agreement; and (5) the Employer and the Vendor enter into an Information Sharing Agreement, as defined in Section (C). Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan provides for and permits such exchanges with any Vendor which agrees to assume the responsibilities of a Vendor hereunder and enters into an Information Sharing Agreement.

(C) Information Sharing Agreement. An Information Sharing Agreement should provide for the exchange of the following information:

(1) **403(b) matters.** Information necessary for the resulting Investment Arrangement, or any other Investment Arrangement under the Plan, to satisfy Code §403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment; (ii) the Vendor notifying the Employer of any hardship withdrawal; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's 403(b) contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules):

(2) **Reporting matters.** Information necessary for the Plan Administrator and Vendor to satisfy any reporting, disclosure, or federal or state withholding obligations related to the Investment Arrangement; and

(3) **Other matters.** Information necessary in order for the resulting Investment Arrangement and any other Investment Arrangement under the Plan for the Participant to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code §72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(D) Administration of Transferred Amount. The Vendor will hold, administer and distribute the transferred assets as a part of the Investment Arrangement.

(E) Pre-Participation Transfers. The Vendor may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date. If the Vendor accepts such a direct transfer of plan assets, the Plan Administrator and the Vendor must treat the Employee as a limited Participant as described in Section 3.08(C).

(F) Elective Transfer/Protected Benefits. The Plan ("transferee plan") will not fail to satisfy the requirements of Section 9.06 because the Plan does not provide some or all of the forms of distribution (including the timing of distribution forms) previously available under another 403(b) Plan ("transferor plan") to the extent that: (1) the transferee plan receives a direct transfer of the Participant's Account Balance under the transferor plan, or the transferee plan results from a merger or other transaction that has the effect of a direct transfer, including consolidations of benefits attributable to different employers within a multiple employer plan; (2) the terms of both plans authorize the transfer; (3) the transfer occurs following a Participant's voluntary election made after the Participant has received a notice describing the consequences of making the election; and (4) the transferee plan permits the Participant to receive a distribution of his/her account balance in the form of a single sum distribution.

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(G) Transfers to Purchase Service Credit. The Plan Administrator upon Participant request may instruct the Vendor to transfer an amount from the Participant's 403(b) Plan Account to a governmental Defined Benefit Plan in which he/she participates for: (1) the purchase of permissive service (as defined in Code §415(n)(3)(A)) under such plan; or (2) the repayment of a cash-out distribution (as defined in Code §415(k)(3)).

(H) Church Plans. The Plan Administrator may accept a transfer from a qualified plan, may make a transfer to a qualified plan, or may merge this Plan with a qualified Plan, if all of the following conditions are satisfied: (1) The Employer sponsoring both plans is the same Church or Church-Related Organization, and (2) the total accrued benefit of each Participant or Beneficiary, after the transfer or merger, is: (a) fully vested and (b) at least equal to the total accrued benefit of such Participant or Beneficiary before the transfer or merger. The phrase "accrued benefit" means the accrued benefit determined under the terms of a defined benefit plan, or the account balance determined under the terms of a defined contribution plan.

9.07 INFORMATION SHARING

Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law. If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will offer to enter into an Information Sharing Agreement as described in Section 9.06(C) to the extent the Employer's contract with the Vendor does not already provide for the exchange of information described in therein

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ARTICLE 10. MULTIPLE EMPLOYER PLAN

10.01 ELECTION/OVERRIDING EFFECT. This Article 10 applies only to the extent described in paragraphs (A) or (B) below. If this Article 10 does apply, then the rules of Code §413(c) and the related Treasury Regulations (which are incorporated by reference) will apply to the adopting Employer and each Participating Employer. The provisions of Article 10, if in effect, supersede any contrary provisions in the Plan or the Employer's Adoption Agreement. *Note: The IRS has not reviewed the provisions of this Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*

(A) Election. If the Employer elects in its Adoption Agreement that the Plan is a Multiple Employer Plan, then the provisions of this Article 10 will apply as of the Effective Date the Employer elects in its Adoption Agreement. If an Employer that is not a Related Employer becomes a Participating Employer, then this Article 10 will apply effective as of the date the Employer specifies in its participation agreement.

(B) Automatic Effect. If a Related Employer is a Participating Employer, and thereafter ceases to be a Related Employer (but is still a Participating Employer), then the provisions of this Article 10 will apply thereafter until the Plan is no longer maintained by a Participating Employer which is not a Related Employer.

10.02 DEFINITIONS. The following definitions apply to this Article 10 and supersede any conflicting definition in the Plan.

(A) Employee. Employee means any Employee of a Participating Employer.

(B) Lead Employer. The Lead Employer means the Signatory Employer to the Adoption Agreement Execution Page, and does not include any Related Employer or Participating Employer except as described in the next sentence. If the Adoption Agreement designates that Article 10 applies pursuant to Section 10.01(A), the Lead Employer will be a Participating Employer unless otherwise specified in a separate agreement. The Lead Employer has the same meaning as the Signatory Employer for purposes of making Plan amendments and other purposes as described in Section 1.29(A) regardless of whether the Lead Employer is also a Participating Employer under this Article 10. As to the right of a Lead Employer to terminate the participation of a Participating Employer, see Section 10.09.

(C) Participating Employer. A "Participating Employer" is an Eligible Employer which, with the consent of the Lead Employer, executes a Participation Agreement to the Adoption Agreement. A Participating Employer is an Employer for all purposes of the Plan except as provided in Section 1.29. A Participating Employer may, but need not be a Related Employer.

10.03 PARTICIPATING EMPLOYER ELECTIONS. In its Adoption Agreement, the Lead Employer will specify: (A) whether a Participating Employer may modify any of the Adoption Agreement elections; (B) which elections the Participating Employer may modify; and (C) any restrictions on the modifications. Such elections and modifications must be reflected on the Participation Agreement the Participating Employer signs. See Section 1.51.

10.04 HCE STATUS. The Plan Administrator will determine HCE status under Section 1.39 separately with respect to each Participating Employer.

10.05 TESTING.

(A) Separate Status. The Plan Administrator will perform the universal availability requirement of Section 2.01(A) separately for each Participating Employer, with respect to the Employees of that Participating Employer. For this purpose, the Employees of a Participating Employer, and their allocations and Accounts, will be treated as though they were in a separate plan. Any Plan correction under Section 7.08 will only affect the Employees of the Participating Employer.

(B) Transition Year. This Section 10.05(B) applies if as a result of a transaction or similar event a Participating Employer ceases to be a Related Employer in the middle of a Plan Year. In such a situation the Plan Administrator may perform the tests described in Section 10.05(A) as though (1) the Plan Year consisted of two Plan Years, before and after the transaction; or (2) on the basis of a single Plan Year, taking all for each Participating Employer the Employees of Related Employers before the transaction, and disregarding Employees who are not Employees of Related Employers after the transaction.

(C) Joint Status. The Plan Administrator will perform the following tests for the Plan as whole, without regard to an Employee's employment by a particular Participating Employer:

(1) **Annual Additions Limit.** Applying the Annual Additions Limit in Section 4.05(B).

(2) **Elective Deferral Limit.** Applying the Elective Deferral Limit in Section 4.10(A).

(3) **Catch-Up Limit.** Applying the limit on Catch-Up Deferrals in Section 3.02(D) or 3.02(E).

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10.06 COMPENSATION.

(A) Separate Determination. For the following purposes, described in this Section 10.06(A), the Plan Administrator will determine separately a Participant's Compensation for each Participating Employer. Under this determination, except as provided below, Compensation from a Participating Employer includes Compensation paid by a Related Employer of that Participating Employer.

(1) **[Reserved]**

(2) **Allocations.** Application of allocations under Article 3. However, the Employer's Adoption Agreement elections control the extent to which Compensation for this purpose includes Compensation of Related Employers.

(3) **HCE determination.** The determination of an Employee's status as an HCE.

(B) Joint Status. For all Plan purposes other than those described in Section 10.06(A) but not limited to determining the Annual Additions Limit in Section 4.05(B), Compensation includes all Compensation paid by or for any Participating Employer or Related Employer.

10.07 SERVICE. An Employee's Service includes all Hours of Service and Years of Service with any and all Participating Employers and their Related Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not incurred a Separation from Service or a Severance from Employment.

10.08 COOPERATION AND INDEMNIFICATION.

(A) Cooperation. Each Participating Employer agrees to timely provide to the Plan Administrator upon request all information the Plan Administrator deems necessary. Each Participating Employer will cooperate fully with the Plan Administrator, the Lead Employer, and with Plan fiduciaries and other proper Plan representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to Employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(B) Indemnity. Each Participating Employer will indemnify and hold harmless the Plan Administrator, the Lead Employer, the Plan, other Plan fiduciaries, other Participating Employers, Participants and Beneficiaries, and as applicable, their subsidiaries, officers, directors, shareholders, employees, and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as all IRS Plan disqualification, fiduciary breach or other sanctions, compliance fees or penalties) arising out of or relating to: (1) the Participating Employer's noncompliance with any of the Plan's terms or requirements; or (2) the Participating Employer's intentional or negligent act or omission with regard to the Plan, including the failure to provide accurate, timely information requested by the Plan Administrator.

10.09 INVOLUNTARY TERMINATION. The Lead Employer may terminate the participation of any Participating Employer (hereafter, "Terminated Employer") in this Plan. If the Lead Employer acts under this Section 10.09, the following will occur:

(A) Notice. The Lead Employer will give the Terminated Employer a notice of the Lead Employer's intent to terminate the Terminated Employer's status as a Participating Employer of the Plan. The Lead Employer will provide such notice not less than 30 days prior to the Effective Date of termination unless the Lead Employer determines that the interests of Plan Participants requires earlier termination.

(B) Spin-off. The Lead Employer will establish a new 403(b) Plan, using the provisions of this Plan with any modifications contained in the Terminated Employer's Participation Agreement, as a guide to establish a new 403(b) Plan (the "Spin-off Plan"). The Lead Employer will direct the Vendors to transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) the Accounts of the Employees of the Terminated Employer to the Spin-off Plan. The Terminated Employer will be the Employer, Plan Administrator, and sponsor of the Spin-off Plan. The Lead Employer may charge the Terminated Employer or the Accounts of the Employees of the Terminated Employer with the reasonable expenses of establishing the Spin-off Plan.

(C) Transfer. The Terminated Employer, in lieu of the Lead Employer's creation of the Spin-off Plan under Section 10.09(B), may elect a transfer under this Section 10.09(C) to effect the termination of its status as a Participating Employer. To elect this alternative, the Terminated Employer must give notice to the Lead Employer of its choice, and must supply any documentation which the Lead Employer reasonably may require as soon as is practical and before the Effective Date of termination. If the Lead Employer has not received such notice and any required documentation within ten (10) days prior to the stated date of termination, the Lead Employer may proceed with the Spin-off Plan under Section 10.09(B). The Lead Employer will direct the transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) of the Accounts of the Employees of the Terminated Employer to a 403(b) plan the Terminated Employer maintains. The Terminated Employer must deliver to the Lead Employer in writing such identifying and other relevant information regarding the transferee plan and must provide such assurances as the Lead Employer may reasonably require that the transferee plan is a 403(b) plan.

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(D) Participants. The Employees of the Terminated Employer will cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the Terminated Employer, as of the Effective Date of the termination. To the extent that these Employees have accrued but unpaid contributions as of such Effective Date, the Terminated Employer will pay such amounts to the Plan or to the Spin-off Plan no later than 30 days after the Effective Date of termination, unless the Terminated Employer has elected the transfer alternative under Section 10.09(C).

(E) Consent. By its execution of the Participation Agreement, the Terminated Employer specifically consents to the provisions of this Article 10, and in particular, this Section 10.09 and agrees to perform its responsibilities with regard to the Spin-off Plan, if necessary.

10.10 VOLUNTARY TERMINATION. A Participating Employer (hereafter "Withdrawing Employer") may voluntarily withdraw from participation in the Plan at any time. If and when a Withdrawing Employer wishes to withdraw, the following will occur:

(A) Notice. The Withdrawing Employer will inform the Lead Employer and the Plan Administrator of its intention to withdraw from the Plan. The Withdrawing Employer must give the notice not less than 30 days prior to the Effective Date of its withdrawal.

(B) Procedure. The Withdrawing Employer and the Lead Employer will agree upon procedures for the orderly withdrawal of the Withdrawing Employer from the Plan. Such procedures, as they relate to the Accounts of the Employees of the Withdrawing Employer, may include any alternative described in Section 10.09.

(C) Costs. The Withdrawing Employer will bear all reasonable costs associated with withdrawal and transfer under this Section 10.10.

(D) Participants. The Employees of the Withdrawing Employer will cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the Withdrawing Employer, as of the Effective Date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of such Effective Date, the Withdrawing Employer will contribute such amounts to the Plan or the Spin-off Plan promptly after the Effective Date of withdrawal, unless the Accounts are transferred to a 403(b) plan the Withdrawing Employer maintains.

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AMENDMENT TO PERMIT PLAN-TO-PLAN TRANSFERS

1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to permit Plan-to-Plan Transfers, as set forth herein. This Amendment is effective as of the Effective Date specified below.

1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers to sections within the Basic Plan Document. The Article numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

ARTICLE II
BASIC PLAN OVERRIDES

The Employer adopts this Amendment to the Plan, permitting Plan-to-Plan Transfers in the plan.

2.1 **Effective Date.** This Amendment is effective the later of January 1, 2010, or the Plan effective date.

2.2 **Plan-to-Plan Transfers.**

The Plan allows transfers to this Plan as elected below:

☐ a. The Plan allows such transfers to this Plan

☒ b. The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan

☐ c. The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.

Such transfers are allowed for all Eligible Employees.

This Amendment has been executed on: _____.

Name of Plan: Lawton Public Schools 403(b) Plan

Name of Employer: Lawton Public Schools

By: _____ Paula Dierks
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of the Employer hereby certifies that the following resolutions was duly adopted by the Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof;

RESOLVED, the Plan-to-Plan Transfers Amendment, is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator of the Plan one or more counterparts to the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: 3/30/20 3/30/2020

Signed: Paula Diehl Lance Gibbs

Paula J. Diehl Lance Gibbs/CFO

[print name/title]

Director of Payroll

LAWTON PUBLIC SCHOOLS 403(B) PLAN

PARTICIPANT LOAN POLICY

Lawton Public Schools 403(b) Plan permits loans to be made to participants, their beneficiaries, and alternate payees pursuant to a written loan policy. All references to participants in this loan policy include participants and their beneficiaries or any alternate payee with respect to the Plan

The Third Party Administrator ("TPA") is authorized to administer the Participant Loan Policy. A participant must apply to the TPA for a loan in the manner set forth:.

1. **Loan Application.** Any participant may apply for a loan from the Plan. A participant must apply for each loan with an application which specifies the investment provider, amount of the loan desired, and the requested duration for the loan.

   All loan applications will be considered by the TPA within a reasonable time after the participant makes formal application.

2. **Loan Limitations and rules.** The TPA will not approve any loan to a participant that is (1) the greater of $10,000 or 50% of your vested balance or, (2) $50,000, whichever is less. The maximum aggregate dollar amount of loans outstanding to any participant may not exceed $50,000, reduced by the excess of the participant's highest outstanding participant loan balance during the 12-month period ending on the date of the loan over the participant's current outstanding participant loan balance on the date of the loan. Regarding any loan made pursuant to this program, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

   - No loan in an amount less than that permitted by the investment provider will be granted to any participant.
   - A participant can only have as many loans outstanding as permitted by the investment provider.
   - Loan refinancing is permitted. In this case, the refinanced loan, for purposes of applying the Plan's limit on the number of loans, is treated as the same loan as the loan being refinanced.
   - Loans will be permitted for any purpose.
   - Loans will be made from the investment provider and the account(s) the participant chooses.

3. **Evidence and terms of loan.** The investment provider will be responsible for documenting every loan in the form of a promissory note signed by the participant for the face amount of the loan, together with a commercially reasonable rate of interest.

   Any loan granted or renewed under this policy will bear an interest rate equal that will be set forth by the investment provider.

   The loan must provide at least quarterly payments under a level amortization schedule. The Plan will require the participant receiving a loan to enter into an agreement for ACH payments to repay the loan.

   The investment provider will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the participant will use as a principal residence. The term for a home loan will be up to 30 years.

   A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

   Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the participant.

4. **Security for loan.** The Plan will require that adequate security be provided by the participant before a loan is granted. For this purpose, the Plan will consider a participant's interest under the Plan (account balance) to be adequate security. Generally, it will be the policy of the Plan not to make loans which require security other than the participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. **Form of Pledge**. The pledge and assignment of a participant's account balances will be in the form prescribed by the Plan Administrator.

6. **Military Service**. If a participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan will allow the participant to suspend loan repayments until the participant's completion of military service. The Employer will provide the participant with

a written explanation of the effect of the participant's military service upon his or her Plan loan. While the participant is on active duty in the United States military, the interest rate on the loan will not exceed six percent (6%), compounded annually.

7. **Payments after leave of absence.** When payments resume following a payment suspension in connection with a leave of absence authorized above, the participant will select one of the following methods to repay the loan, plus accumulated interest:

   - The participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.

   - The participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.

   - The participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted above, augmented by the time the participant was actually in United States military service.

8. **Default.** The TPA will treat a loan as in default if:

   - Any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the participant missed the scheduled payment

   Upon default, the participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the investment provider may offset the participant's vested account balance by the outstanding balance of the loan to the extent permitted by law. The TPA will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the participant remains obligated for any unpaid principal and accrued interest.

   If the participant is currently or has ever defaulted on a loan that has not been brought back into good order from this Plan or any other plan of the Employer, the participant may not have an additional loan from this Plan.

****

ADOPTION OF PARTICIPANT LOAN POLICY

The Plan adopts this Participant Loan Policy on the date specified below.

Date: 3/30/2020

By: _____ Director of Payroll
Plan Administrator

CFO 3/30/2020

SUMMARY PLAN PROVISION
MATERIAL MODIFICATIONS

I
INTRODUCTION

This is a Summary of Material Modifications regarding your 403(b) Plan ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Adoption Agreement. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II
SUMMARY OF CHANGES

1. **Plan-to-Plan Transfers**

   As of the later of January 1, 2010 or the Plan effective date, the Plan provides for and permits Plan-to-Plan Transfers to other Plans in addition to permitting transfer to this Plan. All Eligible Employees are allowed to make transfers.

LAWTON PUBLIC SCHOOLS 403(B) PLAN

QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE

In the case of any Domestic Relations Order (DRO) received by Lawton Public Schools 403(b) Plan, its status as a Qualified Domestic Relations Order (QDRO) under the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code will be determined under the following procedures. The purpose of the QDRO Procedure is to establish a reasonable and consistent procedure for determining the qualified status of a Domestic Relations Order and for making distributions pursuant to a Domestic Relations Order which qualifies under Internal Revenue Code Section 414(p).

Procedure prior to receipt of order: The Plan will apply the following procedure prior to the Plan's receipt of a Domestic Relations Order.

1. **Suspension of Participant distributions or loans.** If the Plan is on notice (verbal or written) regarding a pending domestic relations action (e.g., a divorce) and has a reasonable belief the Participant's account may become subject to a QDRO, the Plan may suspend processing the Participant's distribution or loan requests pending resolution.

2. **Removing hold on the account.** After placing a hold on the account, the Plan should notify the Participant of the hold on the account. In order to remove the hold, the Plan should request the Participant to provide written confirmation that a court will not issue a QDRO with respect to the account; such as a property settlement agreement awarding the entire account to the Participant.

Procedure after receipt of order: The Plan will apply the following procedure whenever it receives a DRO which purports to be a QDRO.

1. **Notice to Participant and to alternate payee.** Within a reasonable time period after receipt of a domestic relations order, the Plan will notify the Participant and any alternate payee of the receipt of the order, and will deliver to the Participant and to each alternate payee a copy of this QDRO Procedure.

2. **Notice to Vendor.** The Plan, within a reasonable time period after receipt of a Domestic Relations Order, will notify the Vendor or Vendors of any Funding Vehicle holding all or any part of the Participant's account ("Vendor") of the receipt of the order. The Plan also will account separately for the amount of the Participant's benefit which is subject to the order. The Plan will direct the Vendor to segregate the "QDRO amount" if possible.

3. **Review of order.** The Plan will review the order within a reasonable time to determine its qualified status. The Plan will complete a QDRO DETERMINATION CHECKLIST with respect to each order the Plan receives. In most circumstances, the Plan will complete review of the order within 30 days of receipt. After review, the Plan Administrator will determine whether the order is a QDRO.

4. **Suspension of distributions and loans.** If the Participant is eligible to receive benefits or loans from the Plan at the time of receipt of the order, the Plan will suspend distributions and loans to the Participant to the extent the Plan deems necessary to comply with the order should the Plan determine the order is a QDRO.

5. **Determination order is a QDRO.** If the Plan determines the order is a QDRO:

   a. The Plan will notify the Participant and each alternate payee that the order is a QDRO and the Plan will distribute amounts pursuant to the QDRO. The Plan will notify the Participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan's certification.

   b. If the QDRO requires immediate payment, the Plan will pay the designated amounts as soon as administratively feasible. Payment of any amount the order required the Plan to pay during the determination period will include interest from the date the QDRO required the first payment, at the rate of interest determined to be reasonable. The rate of interest payable on a regular savings account is a reasonable rate of interest for this purpose.

   c. If the Plan cannot make the distribution within 30 days of the determination of qualified status of the QDRO, the Plan will advise the parties of the delay, of the reason for the delay and of the date by which the Plan expects to make payment.

   d. The Plan will advise the Participant when the Plan has completed payment to the alternate payee.

   e. The Plan will maintain a separate accounting (which may include a segregated account) for each alternate payee until the Plan has completed benefit payments under the QDRO.

   f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a Participant in the Plan, except that the joint and survivor annuity provisions do not apply to the alternate payee's spouse.

6. **Determination that the order is not a QDRO.** If the Plan determines the order is not a QDRO:

   a. The Plan will advise the Participant and each alternate payee of the adverse decision and of the reasons for the adverse decision. The Plan will advise the Participant and each alternate payee of the decision within ten days of the

determination by mailing to each party a copy of the QDRO DETERMINATION CHECKLIST, which will include the Plan's certification of the decision.

b. The Plan will discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the Participant is not entitled to a present distribution of any of the segregated benefits, the Plan will continue to account for the Participant's benefits as if the Plan had not received the order.

c. If the Plan determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Plan may delay distribution of any benefits subject to the order if the Plan has reason to believe a party will seek to cure the defects in the order. The Plan will continue to delay distribution during the period the Plan Administrator determines to be necessary to fulfill the Plan's fiduciary duties under the Plan.

7. **Consultation with legal counsel.** The Plan's legal counsel shall be consulted in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

Authorized Signature

LAWTON PUBLIC SCHOOLS 403(B) PLAN

YOUR ROLLOVER OPTIONS

You are receiving this notice because all or a portion of a payment you are receiving from Lawton Public Schools 403(b) Plan (the "Plan") is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.
Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

GENERAL INFORMATION ABOUT ROLLOVERS

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59 1/2 and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59 1/2 (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59 1/2 (unless an exception applies).

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70 1/2 (or after death)
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59 1/2, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59 1/2, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to $10,000 used in a qualified first-time home purchase, and (3) payments for health insurance premiums after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

SPECIAL RULES AND OPTIONS

If your payment includes after-tax contributions

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is included in the payment so you cannot take a payment of only after-tax contributions. In addition, special rules apply when you do a rollover, as described below.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan at the same time the rest is paid to you, the portion directly rolled over consists first of the amount that would be taxable if not rolled over. For example, assume you are receiving a distribution of $12,000, of which $2,000 is after-tax contributions. In this case, if you directly roll over $10,000 to an IRA that is not a Roth IRA, no amount is taxable because the $2,000 amount not directly rolled over is treated as being after-tax contributions. If you do a direct rollover of the entire amount paid from the Plan to two or more destinations at the same time, you can choose which destination receives the after-tax contributions.

If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals $12,000, of which $2,000 is after-tax contributions and no part of the distribution is directly rolled over. In this case, if you roll over $10,000 to an IRA that is not a Roth IRA in a 60-day rollover, no amount is taxable because the $2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs).

If your payment includes employer stock that you do not roll over

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59 1/2, disability, or the participant's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or employer plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.

If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If you roll over your payment to a Roth IRA

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover).

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59 1/2 (or after your death or disability, or as a qualified first-time homebuyer distribution of up to $10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs), and IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs).

If you are not a plan participant

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59 1/2 will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70 1/2.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70 1/2.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than $200, the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs); IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

LAWTON PUBLIC SCHOOLS 403(B) PLAN

YOUR ROLLOVER OPTIONS

You are receiving this notice because all or a portion of a payment you are receiving from Lawton Public Schools 403(b) Plan (the "Plan") is eligible to be rolled over to a Roth IRA or designated Roth account in an employer plan. This notice is intended to help you decide whether to do a rollover.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

FOR MORE INFORMATION

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590-A, Contributions to Individual Retirement Arrangements (IRAs); IRS Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.

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BOARD APPROVED

MAY 2 0 2010

LAWTON PUBLIC SCHOOLS

IRC Section 457(b) Deferred Compensation Plan Adoption Agreement

EMPLOYER INFORMATION

Name of Employer Lawton Public Schools

Address 753 N.W. Ft Sill Blvd

City Lawton State OK Zip 73501

Telephone (580) 357-6900 Employer's Federal Tax Identification Number 73-6029956

Plan Year End December 31

Type of Entity: *(Select one)*

- ☐ State Governmental Unit
- ☐ Political Subdivision of a State
- ☒ Agency or Instrumentality of State or Political Subdivision of State
- ☐ Tax Exempt Organization Operating as a: *(Select one)*
  - ☐ Corporation
  - ☐ Association
  - ☐ Trust

NOTE: *A Section 457(b) Deferred Compensation Plan adopted by a tax exempt organization must limit participation to a select group of management or highly compensated employees within the meaning of Section 201(2), 301(a)(3) and 401(a)(1) of ERISA.*

SECTION 1. EFFECTIVE DATES

Complete Part A or B

Part A. Effective Date

This is the initial adoption of a Section 457(b) Deferred Compensation Plan by the Employer.
The Effective Date of this Plan is _____.

NOTE: *The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than January 1, 2002.*

Part B. Restatement Date

This is an amendment and restatement of an existing Section 457(b) Deferred Compensation Plan (a Prior Plan).
The Prior Plan was initially effective on September 1, 2005.
The Effective Date of this restatement is JUNE 1, 2010.

NOTE: *The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than January 1, 2002.*

SECTION 2. ELIGIBILITY REQUIREMENTS

Complete Parts A and B

Part A. Eligible Employees

For purposes of this Plan, Eligible Employees include: *(Select any that apply)*

- ☒ All Employees. EXCEPT Substitutes and Employees not eligible for Benefits.
- ☐ All independent contractors who perform services for the Employer from time to time.
- ☐ Employees in the following class or classes. *(Specify)*

_____

Part B. Entry Dates

The Entry Dates for participation shall be: *(Select one)*

Option 1: ☐ The first day of the Plan Year and the first day of the seventh month of the Plan Year.
Option 2: ☒ Other *(Specify)* Anytime during the Plan Year

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

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Additional enrollment times during the initial 12 month period following the Effective Date of the Plan: *(Specify)* *Anytime during the Plan Year* _____.

NOTE: *If no additional times are indicated, this shall not be part of the Plan.*

SECTION 3. CONTRIBUTIONS
Complete Parts A through D

Part A. Elective Deferrals

Each Participant may elect under a Salary Reduction Agreement to have his or her Compensation reduced by an amount as described below:

1. Limits on Elective Deferrals *(Select one)*

Option 1: ☒ An amount equal to the maximum amount allowable under the limits of Section 457 of the Code.

Option 2: ☐ An amount equal to a percentage of the Participant's Compensation from _____ percent to _____ percent in increments of _____ percent.

Option 3: ☐ An amount of the Participant's Compensation not less than $_____ and not more than $_____ in increments of $_____.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Commencement of Elective Deferrals

Elective Deferrals may commence on __JUNE 1, 2010_____

NOTE: *This date may be no earlier than the date this Adoption Agreement is signed, as indicated on page 6 below, because Elective Deferrals cannot be made retroactively.*

2. Minimum Elective Deferral Requirement

Must each Participant's Elective Deferrals be equal to or greater than a minimum amount each time period as specified by the Employer? *(Select one)*

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

If Option 1 is selected, Elective Deferrals under this Plan must equal or exceed _____ percent of Compensation or $ 25.00 _____ per pay period _____ (*Specify time period, i.e., pay period, month, etc.*).

3. Elective Deferrals and Special Pay

May a Participant elect to defer accumulated sick pay, accumulated vacation pay, and back pay? *(Select one)*

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

4. Catch-up Contributions

PART A. May an Eligible Employee elect to make catch-up contributions under the terms of Section 3.03 of the Plan?

(Select one)

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

PART B. May Each employee who is eligible to make deferrals under the Plan may elect to make limited catch-up contributions as described under the terms of Section 3.02 of the Plan?

(Select one)

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

NOTE: *Compensation may not be deferred until a Salary Reduction Agreement is completed by a Participant.*

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Part B. Matching Contributions

1. Authorization of Matching Contributions

Will the Employer make Matching Contributions to the Plan on behalf of a Participant? *(Select one)*

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

2. Matching Contribution Formula

If the Employer will make Matching Contributions, then the amount of such Matching Contributions made on behalf of a Participant each Plan Year shall be: *(Select one)*

Option 1: ☐ An amount equal to _____ percent of such Participant's Elective Deferral which does not exceed _____ percent of such Participant's Compensation.

Option 2: ☐ An amount equal to the sum of _____ percent of the portion of such Participant's Elective Deferral which does not exceed _____ percent of the Participant's Compensation plus _____ percent of the portion of such Participant's Elective Deferral which exceeds _____ percent of the Participant's Compensation.

Option 3: ☐ Such amount, if any, equal to that percentage of each Participant's Elective Deferral which the Employer, in its sole discretion, determines from year to year.

Option 4: ☐ Other Formula (*Specify*) _____.

NOTE: *If Option 4 is selected, the formula specified can only allow Matching Contributions to be made with respect to a Participant's Elective Deferrals.*

3. Plan Year Limit on Matching Contributions

Notwithstanding the Matching Contribution formula specified above, no Matching Contribution will be made with respect to a Participant's Elective Deferrals in excess of $_____ or _____ percent of such Participant's Compensation.

Part C. Formula Contributions

1. Authorization of Formula Contributions

Will the Employer make Formula Contributions to the Plan on behalf of a Participant each Plan Year? *(Select one)*

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

2. Contribution Formula *(Select one)*

Option 1: ☐ An amount equal to that percentage of each Participant's Compensation for the Plan Year while he or she is a Participant which the Employer, in its sole discretion, determines from year to year.

Option 2: ☐ An amount equal to _____ percent of such Participant's Compensation for the Plan Year, while he or she is a Participant.

Option 3: ☐ Other Formula *(Specify)* _____.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part D. Other Contributions

1. Transfer Contributions

May a Participant make transfer contributions from other eligible deferred compensation plans pursuant to Section 3.04 of the Plan? *(Select one)*

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

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2. Rollover Contributions

May a Participant in a State Plan make rollover contributions pursuant to Section 3.07 of the Plan? *(Select one)*

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

SECTION 4. DISTRIBUTIONS AND LOANS

Complete Parts A through I

Part A. Unforeseeable Emergencies

Will distributions be allowed for unforeseeable emergencies as described under Section 457(d)(1)(A) of the Code and the regulations thereunder? *(Select one)*

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be elected.*

Part B. Loans

Will loans to Participants be permitted under the Plan, if it is a State Plan. *(Select one)*

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

Part C. Transfers

May a Participant transfer all or a portion of his or her Account to another eligible deferred compensation plan? *(Select one)*

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part D. Cash-Out Determinations

Will the determination of whether or not a Participant's individual Account does or does not exceed $5,000 be determined without regard to that portion of the Participant's Account that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code? *(Select one)*

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part E. Cashout Level

For purposes of applying the cashout rules for State Plans in Section 4.01(A)(3) of the Plan, the cashout level shall be: *(Select one)*

Option 1: ☒ $5,000

Option 2: ☐ $1,000

Option 3: ☐ $200

Option 4: ☐ $____ *(specify an amount less than $1,000).*

Option 5: ☐ The cashout distribution provisions in Section 4.01(A)(3) of the Plan shall not apply.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected for State Plans and Option 1 for Plans that are not State Plans. A cashout level exceeding $1,000 will subject a State Plan to the automatic rollover requirements of Sections 457(d)(1)(C) and 401(a)(31)(B) of the Code as described in Section 4.02 of the Plan. If Option 5 is selected, you may skip Part I below since the Participant's Account must remain in the Plan until the Participant is entitled to, and requests, a distribution. However, Part I may need to be completed based on the selection in Part F below.*

Part F. Involuntary In-Service Distributions

Will a Participant who is an active Employee of the Employer receive a distribution equal to the total amount payable to the Participant under the Plan (other than rollover contributions) in accordance with Section 4.12(A) of the Plan if the amount payable does not exceed the applicable dollar amount specified below by the Employer? *(Select one)*

Option 1: ☐ Yes.

Option 2: ☐ No.

If Option 1 is selected, the applicable dollar amount shall be $ _____ *(must not exceed the dollar limit of Section 411(a)(11)(A) of the Code (currently $5,000)).*

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NOTE: *If no option is selected, Option 2 shall be deemed to be selected. If Option 2 is selected, you may skip Part I below since the Participant's Account must remain in the Plan until the Participant is entitled to, and requests, a distribution.*

Part G. Voluntary In-Service Distributions

May a Participant who is an active Employee of the Employer receive a distribution equal to the total amount payable to the Participant under the Plan (other than rollover contributions) in accordance with Section 4.12(B) of the Plan if such amount does not exceed the applicable dollar amount specified below by the Employer? *(Select one)*

Option 1: ☐ Yes.
Option 2: ☒ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

If Option 1 is selected, the applicable dollar amount shall be $_____ *(must not exceed the dollar limit of Section 411(a)(11)(A) of the Code (currently $5,000)).*

Part H. Delayed Distributions for Independent Contractors

Will Participants who are independent contractors be required to wait 12 months from the expiration of their contracts to be eligible to receive distributions from the Plan pursuant to Section 4.01(A)(6)? *(Select one)*

Option 1: ☐ Yes.
Option 2: ☐ No.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

Part I. Form of Distribution

Cashout distributions of $1,000 or less that are eligible rollover distributions and are made to Participants pursuant to Sections 4.02(A) and 4.12(A) of the Plan shall be: *(Select one)*

Option 1: ☒ Paid in a single sum distribution.
Option 2: ☐ Paid in a direct rollover to an individual retirement account *(as defined in Sections 408(a) and 408(b) of the Code).*

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

SECTION 5. DEFINITIONS

Complete Parts A and B

Part A. Normal Retirement Age

The Normal Retirement Age under the Plan is age 62 *(not to exceed 70½).*

NOTE: *If left blank, the Normal Retirement Age will be deemed to be age 70½.*

If you sponsor more than one plan, which plan's Normal Retirement Age shall apply for purpose of the limited catchup rule described in Section 3.02(A)(2) of the Plan?

Option 1: ☐ This Plan
Option 2: ☐ Another plan sponsored by the Employer. *(Specify plan)* _____

NOTE: *If you sponsor more than one plan, you may not permit the Participant to have more than one normal retirement age under such plans and this Plan. If no option is selected, Option 1 shall be deemed selected.*

For purposes of the limited catch-up rule described in Section 3.02(A)(2) of the Plan, select the following item(s), if applicable, by checking the appropriate box. If a box is not checked for an item, the item shall not be part of the Plan.

☒ A Participant may designate a Normal Retirement Age within the range of ages permitted by the Plan.
☐ If the Plan has Participants that include qualified police officers or firefighters, then the range from which that designation may be made shall be age _____ through age _____ *(ages from age 40 through age 70½ may be specified).*

Part B. Required Beginning Date

For purposes of determining when required minimum distributions must begin to be made to each Participant, the required beginning date shall mean: *(Select one)*

Option 1: ☐ April 1 of the calendar year following the calendar year in which the Participant attains age 70½.
Option 2: ☐ April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant incurs a Severance From Employment.

NOTE: *If no option is selected, Option 2 shall be deemed to be selected.*

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SECTION 6. MISCELLANEOUS

Complete Part A and if applicable, Part B

Part A. Participant Direction

Will Participants be permitted to direct the investment of their individual Accounts pursuant to Section 6.09 of the Plan? *(Select one)*

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: *If no option is selected, Option 1 shall be deemed to be selected.*

Part B. If the Employer is a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, as identified in the Employer Information Section of this Adoption Agreement, Plan assets shall be held in accordance with the following as further described in Section 6.10 of the Basic Plan Document. *(Select one)*

Option 1: ☐ Plan assets shall be held in trust for the exclusive benefit of Participants and Beneficiaries pursuant to the trust agreement set forth in Section 6.11 of the Basic Plan Document.

Option 2: ☒ Plan assets shall be held in one or more annuity contracts, as defined in Section 401(g) of the Code, issued by an insurance company qualified to do business in the state where the contract was issued, for the exclusive benefit of Participants and Beneficiaries under the Plan.

Option 3: ☐ Plan assets shall be held in one or more custodial accounts for the exclusive benefit of Participants and Beneficiaries under the Plan.

NOTE: *If Option 1 is selected, the Adoption Agreement must be signed below by a Trustee.*

The undersigned Trustee, domiciled in the State of _____, hereby accepts appointment as Trustee pursuant to the terms of the trust set forth in Section 6.11 of the Basic Plan Document:

Signature of Trustee N/A _____ Date _____

Type Name _____

SECTION 7. EMPLOYER SIGNATURE

Important: Please read before signing.

I am an authorized representative of the Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal and tax implications of adopting this 457(b) Deferred Compensation Plan.
2. I have received a copy of this Adoption Agreement and the corresponding Basic Plan Document.

Signature of Employer Representative _____

Date 5-20-10 *(Must be the date this Adoption Agreement is actually signed. Elective Deferrals may commence on or after this date.)*

Type Name HELENA JOHN, PRESIDENT
LAWTON BOARD OF EDUCATION

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American Fidelity Assurance Company

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BOARD APPROVED

FEB 21 2013

LAWTON PUBLIC SCHOOLS

Attn: Stephanie Crow
Lawton Public Schools
P O Box 1009
Lawton OK 73502

February 11, 2013

AGREEMENT
THIRD PARTY SICK PAY REPORTING
BU# 80546

American Fidelity Assurance (AFA) agrees to retain the obligation to deposit with the IRS **Lawton Public Schools** (herein after referred to as the employer) share of FICA on sick pay (short-term disability) paid to employees during the appropriate time periods (currently the first six months of disability per employee).

Employer agrees to reimburse AFA for Employer's Share of FICA deposited by AFA within 30 days of each deposit date. AFA will notify the employer of the deposit amount. If AFA is not reimbursed within 30 days of said notice, employer agrees to pay AFA interest of 8% on the unpaid balance or a $20.00 late fee, which ever is greater.

Since AFA agrees to deposit the employer's share of FICA on sick pay paid to the Employer's employees, AFA must also file the Forms W-2 on such sick pay.

The disability premiums are paid with before tax dollars (Section 125). Should the premium payments change as to before or after taxes or employer contribution, the School agrees to advise AFA.

This agreement is effective **January 1, 2013** and will terminate on **December 31, 2013** unless extended by written agreement at least 30 days prior to the termination date.

Fax Phone #( ) -

2/21/13
Lawton Public Schools

Vickie Watt Cornelius
American Fidelity Assurance Company

ONEAMERICA®

BOARD APPROVED

JUN 2 9 2009

LAWTON PUBLIC SCHOOLS

American United Life Insurance Company®
P. O. Box 368, Indianapolis, Indiana 46206-0368

In consideration of the application for this policy made by:

Lawton Public Schools
(Hereinafter called the Group Policyholder)

and of the payment of all premiums when due, AMERICAN UNITED LIFE INSURANCE COMPANY®(AUL) agrees to insure certain individuals who are or become entitled to insurance under the terms and conditions of this policy and to pay the amount for which the individual is insured on the date of his death to the person(s) entitled to it.

The group policy number is G 00608319-0000-000. The effective date of this policy is 03/01/2009. The first premium is due on the effective date. Subsequent premiums are due each succeeding Policy Month. The policy anniversary date is 10-01 of each year.

The first Policy Month begins on the 1st day of March and ends on the 31st day of March. Each succeeding Policy Month runs for a like period thereafter.

The provisions on the following pages are considered a part of this policy. This policy is executed by AUL at its Home Office in Indianapolis, Indiana, and takes effect on the effective date.

By-law, Art. II Sec. 2: The regular annual meeting of the members of this Corporation shall be held at its principal place of business on the third Thursday in February of each year at ten o'clock A.M. local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

Thomas M. Zurek
Secretary

Dayton H. Molendorp
President and Chief Executive Officer

GROUP TERM LIFE INSURANCE POLICY

WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

to board 6-28-10
6-27-11
6-25-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

Proposal for: Lawton Public Schools
Prepared: 2/12/2009 3:12 PM

Products and financial services provided by American United Life Insurance Company® a ONEAMERICA® *company*
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5518

ONEAMERICA®

Proposed Effective Date: 03/01/2009

Group Term Life and AD&D Insurance Options Offered for Class 1 [1]

Class Description:	All Full-Time Eligible Employees [1]
Required Minimum Number of Hours Worked:	30 hours weekly
Amount of Life Insurance:	$5,000
Amount of AD&D Insurance:	Matches Life Amount
Guaranteed Issue Amount:	$5,000

Reduction Schedule:

Coverage will reduce upon reaching certain ages as follows:

Employee's age when reduction occurs	65	70	75	80	85	90
Percent of Life Amount Remaining	65%	45%	30%	20%	15%	10%

Waiver of Premium Benefit:	Age 60 w/ 9 month waiting period, terminates at age 65
Employer Contribution Percentage:	100%
Participation Requirement:	100%

Benefit Features Offered for Group Term Life and AD&D Insurance:

Individual Reinstatement - 30 Days
Continuation of Insurance Options
Continuity of Coverage
Conversion Privilege
Repatriation Benefit
Paralysis/Loss of Use Benefit
Child Higher Education Benefit
Child Care Benefit

Number of insured employees for life insurance coverage within this class:	2,875
Number of insured employees for AD&D coverage within this class:	2,875
Total amount of life insurance for this class:	$14,071,000.00
Total amount of AD&D insurance for this class:	$14,071,000.00

An eligible employee is a full-time employee authorized to work and reside in the United States. Eligible employees must work the required minimum number of hours and cannot be considered a part-time, temporary or seasonal employee. If any eligible employee is not actively at work on the contract effective date, group insurance coverage for that employee will not exist until he/she returns to full-time active work.

[1] Use of the term "Employee" includes employees, owners, members, partners, shareholders, or participants eligible to apply for coverage under American United Life Insurance Company® (AUL) contract.

Proposal for: Lawton Public Schools
Prepared: 2/12/2009 3:12 PM

Products and financial services provided by
American United Life Insurance Company®
a ONEAMERICA® *company*
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5318

ONEAMERICA®

Proposed Premium Rates for Group Term Life and AD&D Insurance

Coverage	Number of Insured Employees	Total Amount of Insurance	Monthly Premium Rate per $1,000 of Coverage	Total Monthly Premium	Rate Guarantee Offered
Life:	2875	$14,071,000.00	$0.160	$2,251.36	2 years
AD&D:	2875	$14,071,000.00	$0.020	$281.42	
Total:			$0.180	$2,532.78	

Any change in amounts of coverage and/or number of employees insured will invalidate the proposed premium rates and require further evaluation by American United Life Insurance Company® (AUL).

The proposed effective date of coverage under AUL's contract will be 03/01/2009. No insurance coverage shall exist or become effective until approved in writing by AUL at its Indianapolis, Indiana home office. AUL shall not be liable or responsible for any loss or benefits incurred prior to AUL's effective date of coverage for any insured.

to board 6-27-11
6-21-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17

BOARD APPROVED

AUG 0 2 2010

LAWTON PUBLIC SCHOOLS

MetLife

June 11, 2010

6-28-18
6-27-19

Lawton Public School
753 Fort Sill Boulevard
Lawton, OK 73502

Attention: Brad Alexander (the "Producer")

RE: MetLife Long-Term Care Multi-Life Program offer for Lawton Public School (the "Company")

Dear Sir or Madam:

We understand that the Company is interested in making available to its eligible employees, and eligible family members Individual Long-Term Care Insurance. The Metropolitan Life Insurance Company ("MetLife"), via its Long-Term Care ("LTC") Division located at 57 Greens Farms Road, Westport, Connecticut 06880 (the "Home Office"), is pleased to extend to the Company an offer to participate in the MetLife Multi-Life Program for our LifeStage Advantage[sm] product on the terms and conditions set forth herein (the "Program"). In order for this offer to become effective, the Company and the Producer should review this offer and indicate their acceptance by signing where indicated on the last page of this letter.

Thank you for considering MetLife for your employee's financial protection needs. Should you have any questions concerning the terms of this offer, please feel free to call me at (888) - 776-3882, Prompt # 7 (for Multi-Life) Sub-prompt # 5.

Sincerely,

Ana Lopes
Multi-Life Program Advisor

Details of MetLife Offer

Eligibility

The eligible group will consist of 2,000 U.S. employees of the Company. The eligible group will also include spouses of employees (which include, where permitted by law, domestic partners and civil union partners), adult children, parents and parents-in-law (including step), grandparents and grandparents-in-law (including step) (collectively, "Eligibles")*.

Actively at Work

Actively at Work means that a person is working 30 hours per week or more at their usual place of employment, or other location to which their employer requires them to travel, and are performing all of the usual and customary duties of their occupation on a regular full-time basis, on the date on which their application for LTC insurance coverage through the Program is signed.

Product

LifeStage Advantage is not currently available in all 50 States. Eligibles who reside in States where LifeStage Advantage is not currently available will only be allowed to apply for coverage through the Program upon approval and availability of LifeStage Advantage in their State of residence.

Underwriting

Actively at Work W-2 Employees ("Eligible Employees) under age 66 will be subject to simplified underwriting up to the benefit limits available under simplified underwriting at the time of application currently up to $300K TBA, $6K MBA for Simple Advantage; or up to $500K TBA, $9K for Custom Advantage) during the Initial Enrollment Period / New Hire Period, as defined below or 90 days from State approval of LifeStage Advantage (if applicable) during the Initial Enrollment Period / New Hire Period, as defined below or 90 days from State approval of LifeStage Advantage (if applicable). Eligible Employees over age 65, and all other Eligibles, regardless of age, will be subject to modified underwriting. In addition, modified underwriting will also be required for (a) all benefit amounts requested by Eligible Employees and/or other Eligibles in excess of MetLife's simplified underwriting limits; (b) all Eligible Employees and other Eligibles who do not qualify for Simplified Underwriting through the Program; and (c) all Eligible Employees and other Eligibles who apply for coverage through the Program after the Initial Enrollment Period / New Hire Period, as defined below or after 90 days from State approval and availability of LifeStage Advantage (if applicable).

Premium

Each Eligible Employee or other Eligibles who are accepted for coverage through the Program will receive a 5%*** Multi-Life discount on the applicable premiums for their coverage. Where permitted by law, this discount will remain in effect for the life of any policy purchased through the Program.

Billing

Under the Program, the Company has the option to allow employees/spouses to either be directly billed at their residence or to be included on a list bill that will be sent to the Company on a monthly basis. If the Company elects that option, then for those employees/spouses who choose to be on the list billing, the Company hereby agrees to make payroll deductions for each such employee/spouse as authorized in writing by each such employee in amounts sufficient to pay for that employees/spouses' LTC insurance coverage premiums. The Company further agrees to remit to MetLife each month an amount equal to the total premiums collected and/or deducted via authorized payroll deduction for LTC insurance coverage in-force under the Program. The Company also agrees to notify MetLife of any status changes (including, but not limited to, terminations, retirement or long-term disability leaves) as to those employees for whom the Company is obligated to remit LTC insurance coverage premiums to MetLife via authorized payroll deduction. If an employee is no longer employed by the Company, the Company discontinues the Program or ceases to contribute to the premiums for LTC insurance

** State variations may apply*
*** Minimum contribution amounts apply*
**** Discount may not be available in all states*

coverage purchased through the Program, or MetLife discontinues the Program, a new billing arrangement will be established between MetLife and each such employee/spouse who wishes to continue coverage under the policy purchased through the Program. For those employees/spouses who do not choose to be on the list billing or are not otherwise on any list billing, as well as for all other Eligibles, MetLife will bill each such individual directly.

The Company hereby agrees to bear any and all accounting, clerical and other administrative expenses that it may incur related to the collection and payment of premiums to MetLife under the Program through list billing and/or payroll deduction, and further acknowledges that any premiums collected through list billing and/or payroll deduction shall not be considered paid until the funds have been paid to and received by MetLife.

Participation/ Policy Issue Requirements

A minimum of 3 applications for LTC insurance coverage must be received (bundled) within the first thirty days of the Initial Enrollment Period, as defined below. A minimum of 3 applications for LTC insurance coverage must be accepted before MetLife will issue policies for any approved applications pursuant to the Program. If at least three applications are not either approved or pending approval within the first 30 days of Initial Enrollment Period, MetLife will withdraw any applications submitted and terminate the Program, with all terms and conditions outlined within this Offer Letter then becoming null and void.

If a minimum of 10 applications for LTC insurance coverage are not maintained throughout the life of this Program, MetLife reserves the right to discontinue the Program. In the event that MetLife discontinues the Program, where permitted by law, the applicable Multi-Life premium discount will remain in effect for the life of any policy purchased through the Program and issued prior to the Program being discontinued by MetLife.

The Company agrees to allow the Producer to have access to all U.S. employees in order to conduct group meetings and/or one-on-one enrollment meetings on at least an annual basis unless otherwise agreed to by MetLife in writing. The Producer expressly acknowledges that all applications for LTC insurance coverage through the Program must be signed in the United States of America.

Enrollment Period(s)

The Initial Enrollment Period is 90 days from the date a signed copy of this Offer Letter is received by the Home Office and a Group Identifier Number is assigned.

The New Hire Period is (please choose one):

☐ 90 days from Date of Hire

☐ 90 days from Date of Eligibility defined as _____ days from Date of Hire

☐ Held annually from _____ to _____, for employees with Dates of Hire of _____ to _____.

In addition, Eligible Employees who apply for a LifeStage Advantage Policy will have 90 days from approval and availability of that product in the State where they reside to enroll in the Program on a Simplified Issue basis if they reside in a State where LifeStage Advantage is not currently available.

Any Eligible Employee applications for LTC insurance coverage through the Program submitted after the Initial Enrollment Period / New Hire Period ends or after 90 days from State approval and implementation of LifeStage Advantage (if applicable) will be subject to Modified Underwriting.

** State variations may apply*
*** Minimum contribution amounts apply*
**** Discount may not be available in all states*

MetLife Offer continued...

Compliance	MetLife shall make available marketing and enrollment materials for the Program which will comply with all applicable laws, rules, and regulations. Any such material not prepared by MetLife must be submitted to and approved by MetLife prior to use. Failure to comply with this provision shall give MetLife the right to immediately terminate the Program, notwithstanding the notice requirements contained in the "Program Termination" section of this Offer Letter.
Program Termination and Amendment	The Company agrees that the Program may be terminated, with or without cause, as follows: (a) by the Company upon 90 days written notice to MetLife (b) by MetLife upon 90 days written notice to the Company or (c) if required by any government authority or court of law to do so. In the event that the Program is terminated, the Multi-Life premium discount* will, where permitted by law, remain in effect for the life of any policy purchased through the Program and issued prior to the Program termination date. MetLife reserves the right to unilaterally amend the terms of this Offer Letter as required in order to comply with applicable state and/or federal law.
ERISA	The Company has determined that this is a **Non-ERISA** program.

Offer Acceptance
Written acceptance of this offer must be received by MetLife at the Home Office within 30 days of the date this Offer Letter is sent by MetLife. Any change to the terms or text of this Offer Letter will void the offer unless the change is acknowledged and agreed to in writing by MetLife. MetLife reserves the right at any time prior to acceptance to modify or withdraw the offer for any reason or no reason.

Enrollment materials will not be provided by MetLife, nor will any applications for LTC insurance coverage through the Program be accepted by MetLife, unless and until a fully executed copy of this Offer Letter is received by MetLife at the Home Office and a Group Identifier Number is assigned.

If there are any inconsistencies between the terms of this Offer Letter and an application for LTC insurance coverage and/or an LTC insurance policy issued through the Program, the terms of the application and/or LTC insurance policy will govern.

On behalf of the Company and the Producer, I agree to and accept the terms and conditions set forth in this Offer Letter and understand that this offer is only available through the Producer, by whom this Offer Letter is signed. Availability of this offer through another Producer must be requested by the Company in writing.

Actively at Work
Actively At Work Representation
In addition, on behalf of the Company, I hereby warrant and represent that the eligible group of 2000 U.S. Eligible Employees are Actively at Work, as defined on page one, as of the date indicated below. I attest that 2000 U.S. Employees are performing all of the usual and customary duties of their occupation on a regular full-time basis, on the date this attestation is signed. The Company agrees to provide verification of employment and/or number of hours worked to MetLife upon request.

AGREED TO AND ACCEPTED BY:
Lawton Public School (the Company)
Signature: _____
Printed Name: HELENA JOHN
Authorized Officer of the Organization
Title: PRESIDENT
LAWTON BOARD OF EDUCATION
Date: 8-2-10

AGREED TO AND ACCEPTED BY:
Brad Alexander (the Producer)
Signature: _____
Printed Name: Brad W. Alexander
MetLife Licensed and Appointed Producer
Title: Regional Sales Manager
Date: 7/13/2010

** State variations may apply*
*** Minimum contribution amounts apply*
**** Discount may not be available in all states*

Client Name and Logo Permission Form

MetLife requests permission to include Lawton Public School 's name on our published list of long-term care insurance customers. No other details will be disclosed. Please indicate your permission or refusal by checking the appropriate box.

YES ☐ **NO** ☐

MetLife requests permission to include Lawton Public School 's logo on presentations that display the companies participating in MetLife's long term care insurance program. Please indicate your permission or refusal by checking the appropriate box. If you check yes, please send an electronic copy of the logo to your producer or contact him or her to advise how it can be obtained.

YES ☐ **NO** ☐

Lawton Public School

SIGNATURE OF AUTHORIZED OFFICER

PRESIDENT, LAWTON BOARD OF EDUCATION
TITLE

8-2-10
DATE

MetLife

Lawton Public School
753 Fort Sill Boulevard
Lawton, OK 73502

Metropolitan Life Insurance Company
Long-Term Care
P.O. Box 937, Westport, CT 06881-0937

LifeStage Advantage Multi-Life Offer Letter Addendum: New Rate Basis

MetLife has begun filing for approval to implement a new rate basis for new insureds on the LifeStage Advantage Policy Series. There will be no impact to current LifeStage Advantage policyholders as a result of this filing. Implementation of the new rate basis will begin in January 2009 subject to regulatory approval. Once the new rate basis is launched in a state, all premiums for new insureds residing in that state will be based on the newly approved rate basis.

A signed Offer Letter, as well as a signed copy of this Addendum must be completed prior to taking any applications for the MetLife Multi-Life Program. Kindly sign below and return to MetLife along with the attached signed Offer Letter. Please note that this addendum supersedes any similar addendum that you may have already signed.

As a leader in the Long-Term Care Insurance (LTCI) marketplace for the past 20 years, MetLife has and continues to believe that LTCI is an important product for one's personal safety net, and a key component of a comprehensive retirement plan. We are committed to ensuring that our pricing supports the long-term stability of the products we offer, so that we can deliver the guarantees our customers rely on.

These rate actions are based on our most recent analysis of emerging experience as well as changes in our actuarial assumptions from the time we initially priced our products. We are confident that these rate actions are in the best interest of our policyholders.

Signature: Helena John

Printed Name: HELENA JOHN
Authorized Officer of the Organization

Title: PRESIDENT
LAWTON BOARD OF EDUCATION

Date: 8-2-10

Signature: Brad W Alexander

Printed Name: Brad W Alexander
MetLife Licensed and Appointed Producer

Title: RSM

Date: 7/13/2010

to board 6-26-08
6-29-09
6-28-10
6-27-11
6-21-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Lawton Public Schools
Address:	P O Box 1009 Lawton, OK 73502
Employer Identification Number:	736029956
Nature of Business:	Public School
Name of Plan:	Lawton Public Schools Flexible Benefit Plan
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1984
If Amendment to existing plan, effective date of amendment:	July 1, 2003

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment.
Minimum Hours:	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 0 years.

D. PLAN YEAR

The current plan year will begin on July 1, 2003 and end on June 30, 2004. Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

$2.60 per month for disability and
$0.85 per month for life insurance

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per plan year

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Hospital and Surgery Insurance** -- The terms, conditions, and limitations for the Group Hospital and Surgery Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company
Hospital Gap

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company
017 Kind Series

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company
C Series
Cancer Indemnity

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed $50,000.

American Fidelity Assurance Company
5 Year Term

Reliance Life Insurance Company
Group #GL 130784

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - $ **300** per Plan Year

Maximum Contribution - $ **5000** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - $ **0** per Plan Year

Maximum Coverage - $ **3600** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1

Eligibility Requirements for Participation, if different than Item C.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of OK. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this 18th **day of** September, **20**03.

Lawton Public Schools 501
(Name of Employer)

Witness: Marilyn L Kitzrow **By:** _____

Title: Clerk **Title:** President, Lawton Board of Education

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

THIS DOCUMENT IS NOT COMPLETE WITHOUT PAGES 7 THRU 25

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01	**Administrator**	The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
2.02	**Beneficiary**	Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
2.03	**Code**	Internal Revenue Code of 1986, as amended.
2.04	**Dependent**	A Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152.
2.05	**Effective Date**	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	**Elective Contribution**	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	**Eligible Employee**	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	**Employee**	Any person employed by the Employer on or after the Effective Date.

2.09	**Employer**	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 10.01 and 10.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	**Employer Contributions**	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	**Entry Date**	The date that an Employee is eligible to participate in the Plan.
2.12	**ERISA**	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	**Fiduciary**	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	**Highly Compensated**	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.15	**Insurer**	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.16	**Key Employee**	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.17	**Non-Elective Contribution**	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.18	**Participant**	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.19	**Plan**	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
2.20	**Plan Year**	The Plan Year as specified in Item D of the Adoption Agreement.
2.21	**Policy**	An insurance policy issued as a part of this Plan.
2.22	**Recordkeeper**	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.

2.23 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the entry date specified or the effective date of the Plan, whichever is later. The Employer must notify the Employee of his eligibility to participate in the Plan so that the Employee shall complete the necessary enrollment forms on or before the entry date.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder. Notwithstanding anything to the contrary herein, to the extent required by the Health Insurance Portability and Accountability Act of 1996, the Plan shall permit a special enrollment period for employees who have previously declined coverage under the Plan; a new dependent may also justify a special enrollment period.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
b. The date the Participant ceases to work for the Employer as an eligible Employee; or
c. The date of termination of the Plan; or
d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The Employer shall, on a reasonable and consistent basis, permit an Employee who separates from the employment service of the Employer during a Plan Year to revoke his existing elections and terminate the receipt of benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave),

or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The change in status rules do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in worksite. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event.

If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;

(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and

(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special HIPAA Enrollment Rights. If a Participant, spouse or Dependent enrolls in the health insurance plan pursuant to special enrollment rights under HIPAA, the Participant may make a corresponding change in election under this Plan. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may either make a corresponding increase in their salary reduction amount, or instead, revoke their elections and make a prospective election under another benefit option offering similar coverage. The option to choose like coverage is for benefits under the Employer's Plan or the Participant can choose coverage under the plan of the spouse's employer. If the increased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage. If the coverage under a benefit package option, or under a group health plan of a governmental or educational institution, is significantly curtailed or ceases during the Plan Year, Participants will be permitted to revoke their elections under the Plan for such

benefit and, if they choose, make a new election for coverage under another benefit package option providing similar coverage.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved under the Plan, affected Participants may elect the new option, or elect another option if an option has been eliminated, and make corresponding election changes with respect to other benefit package options providing similar coverage.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical

Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the

Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XI.

d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan,

shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

8.04 ELIGIBLE MEDICAL EXPENSES: The phrase "Eligible Medical Expense" means any expense incurred by a Participant or any of his Dependents during a Plan Year that (i) qualifies as a medical care expense under Code Section 213 and meets the requirements outlined in Section 125 and its regulations, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been, and will not be paid or reimbursed by any other insurance plan, through damages, from any other source; provided, however, that no medical care expense shall be reimbursed unless the treatment giving rise to the expense is prescribed by a licensed practitioner of the healing arts in the State in which the treatment is provided. In addition, a medical care expense incurred by a Participant or the Participant's Dependent(s) prior to the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall not constitute an Eligible Medical Expense.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XI.

d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees who are officers, owners or highly compensated (highly compensated as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

a. "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's dependent child who is under the age of 13 and with respect to whom the Participant is entitled to an exemption under Section 151(c) of the Code; or

(ii) a dependent or the spouse of a Participant who is physically or mentally incapable of caring for himself. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result

of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);
(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
(iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;
(ii) paid or payable to a Dependent Care Service Provider; and
(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a dependent child under the age of 13, or (ii) regularly spends at least eight hours each day in the Participant's household. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or
(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

AMENDMENT AND TERMINATION

10.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

10.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XI

ADMINISTRATION

11.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

11.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

11.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

11.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

11.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

11.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

11.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

11.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

11.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 11.10.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 11.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall

specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

11.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 11.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003.

a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol,

or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

11.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

11.12 PROTECTED HEALTH INFORMATION. The provisions of this Section shall be effective on April 14, 2004 or on such other date required by 45 CFR Section 164.534. The Plan may disclose PHI to employees of the Employer with employee benefits responsibility or to employees with oversight responsibility for third party administrator claims administration. Access to and use by such individuals must be restricted to plan administration functions that the plan sponsor performs for the Plan. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Plan may disclose PHI to such individuals only if the Employer certifies that the Plan documents have been amended to incorporate the following specific provisions, and the Employer agrees to comply with them. The Employer will:

- not use or further disclose PHI other than as permitted by the plan documents or as required by law;
- ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer;
- not use or disclose PHI for employment-related actions or in connection with any other employee benefit plan;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
- make available to Plan participants, consider their amendments and, upon their request, provide them with an accounting of PHI disclosures;
- make its internal practices and records relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services upon request; and
- will, if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 164.501, which is individually identifiable health information that is maintained or transmitted by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XII

MISCELLANEOUS PROVISIONS

12.01 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

12.02 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

12.03 CONSTRUCTION:

a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

12.04 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

12.05 ERISA: The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

BOARD APPROVED

JUN 27 2017

LAWTON PUBLIC SCHOOLS

6-28-18
6-27-19

nbs national benefit services

SERVICE AGREEMENT

EMPLOYEE BENEFITS

Employer: **Lawton Public Schools**

RECITALS

A. The above-named employer ("Employer") desires to retain National Benefit Services, LLC ("NBS"), a Utah limited liability company, (collectively, the "Parties") to provide employee benefit services in a manner consistent with the law. As used throughout this agreement, "law" refers to the federal or state legal requirements identified in the "Schedule of Defined Terms, Services and Obligations" attached to this agreement as "Schedule A."

B. The Parties understand and agree that the employee benefits to which this agreement applies are subject to legal requirements which identify and define the obligations undertaken by the Employer or plan in providing the benefits.

C. The Parties further understand and agree that regardless of whether the law identifies the Employer or a plan fiduciary as responsible for the manner in which employee benefits are provided, the use of "Employer" in this agreement is intended by the Parties to identify the individual or entity held responsible under the law.

Accordingly, the Employer hereby retains NBS to provide employee benefit services according to the following terms and conditions, which together with all the schedules attached hereto, represents the entire agreement of the Parties ("Service Agreement"):

AGREEMENT

1. ***Defined Terms.*** Terms with special meaning in the Service Agreement are defined when first used and are capitalized thereafter. Certain terms specific to the services selected by the Employer are defined in Schedule A.

2. ***Engagement and Services.*** NBS agrees to provide the services described in Schedule A according to the terms and conditions of the Service Agreement, which include the Employer Obligations listed in Schedule A.

3. ***Fees.*** The costs for the selected services are itemized on a Fee Schedule applicable to such services attached hereto as "Schedule B." At the end of each calendar year, NBS has the right to increase the fees listed in Schedule B as necessary to account for inflation costs in the industry. Any automatic increase, however, shall not exceed the prior-year fees by more than four (4) percent. In no event shall an update to the amounts listed in Schedule B to implement an increase under this Section be considered a "modification" of the Service Agreement as described in Section 4. This Section 3 shall not apply to fee changes necessitated because of increases in the cost of administration (including changes in regulatory requirements) or to ensure the assessed fees are consistent with industry standards. Changes in fees which are not due to inflation costs shall be governed by Section 4 of the Service Agreement.

4. ***Modification.*** Either Party may request modification of the Service Agreement in writing. As provided in this Section 4, no modification of the Service Agreement shall be effective until approved by the Party to be bound.

   A. For material modifications to Schedule A, NBS will notify Employer in writing of the proposed changes and request Employer's signed approval. If NBS does not receive Employer's approval or written objection within thirty (30) days of receipt of written notice, NBS may:

i. Deem the modifications as accepted by Employer;

ii. Suspend performance of services under the Service Agreement until consent is given; or

iii. Terminate the Service Agreement.

B. Unless NBS receives prior written objection from the Employer, the Employer's consent is deemed received thirty (30) days after receipt from NBS of any notice proposing the following:

i. Any modification of a Schedule B.

ii. Any modification of a Schedule A, which NBS, in its sole discretion, considers non-material.

5. ***Employer's General Obligations to NBS.*** The Employer acknowledges that under the law, providing plan documents or filing reports in an untimely manner or which contain errors or omissions may result in fines or penalties, including the disqualification of a qualified benefits plan (if applicable). The Employer further acknowledges that NBS may rely solely upon, and shall have no responsibility to independently verify the accuracy of, information provided by the Employer. Accordingly, the Employer shall:

A. Provide NBS with all information requested by NBS in good order. As used in the Service Agreement, "in good order" shall mean without limitation information which is:

i. Verified and warranted by Employer to be complete and accurate;

ii. Compliant with the document type and formatting requirements specified by NBS for the information requested; and

iii. Furnished to NBS in a timely manner. As used in the Service Agreement, "timely manner" shall mean received by NBS no later than the date specified in the Service Agreement or in any written notice from NBS.

B. Pay all amounts billed by NBS for extra hourly work at the rate stated on a Schedule B for any administrative services repeated by NBS because information was not provided by the Employer in good order.

C. To the extent permitted by law, hold NBS harmless for any consequences that may result from NBS's inability to complete its work, in the ordinary course of business, due to the failure of the Employer to provide information to NBS in good order.

D. Review all documents and reports prepared by NBS for accuracy and consistency with the Employer's own records. Employer waives the right to request corrections or return of fees if not reported to NBS within thirty (30) days of receipt of the document or report.

E. Ensure all government reports which NBS prepares are timely filed with the appropriate agency.

F. Pay any fines resulting from a failure to timely file required government reports with the appropriate agency.

G. Timely provide required benefit information to relevant parties (employees, participants, beneficiaries, etc. as applicable). As used herein "required benefit information" shall include, without limitation: notices, elections, and reports required under the law.

H. Comply with all benefit plan provisions (where the services selected by the Employer are for a qualified plan or plans) and all relevant legal requirements.

I. Be responsible for payment of all amounts that may become due and owing under the Service Agreement.

6. ***Controlled Groups.*** The Employer acknowledges that:

A. The law includes complex rules governing business associations such as controlled groups, affiliated service groups, employee lease arrangements, and management organizations.

B. The rules governing business associations may impact the operation and qualified status of employee benefits and that NBS does not provide analysis nor determine the effect of these rules on such benefits.

Accordingly, the Employer warrants and agrees that:

C. The Employer has disclosed to NBS all related businesses and associations relevant to the benefits and the administration of the benefits;

D. If any related businesses and/or associations exist, the Employer has obtained certification from a competent professional as to (1) whether a controlled group, affiliated service group, employee lease arrangement, and/or management organization exists with the affiliation(s) and (2) whether such group has any current issues, concerns, and/or complications;

E. The Employer shall notify NBS in writing prior to any relevant changes in business structure or organization. For purposes of the Service Agreement "relevant changes in business structure or organization" shall include, but is not limited to:

i. Any change in name or ownership of the Employer;

ii. Any change in the Employer's business entity type which may impact the qualified status of the benefits and the administration of such benefits; and

iii. Any change which results from merger or acquisition involving the Employer.

F. Upon request, the Employer shall certify in writing, that the warranties provided in this Section 4 remain accurate and current.

7. ***Form of Notice.*** Notice of termination of the Service Agreement shall be in the manner prescribed in section 23. All other notices required or identified herein shall be in writing and conveyed to the other Party in the manner best-calculated to provide the recipient with actual notice. If notice is conveyed by email, sender shall require proof of receipt. Notice will at a minimum convey what action is required to be taken by the Party receiving the notice and will specify a clear deadline for compliance.

8. ***Format of Documents.*** All documents to be provided pursuant to the Service Agreement, unless otherwise provided herein, shall be provided electronically. For purposes of the Service Agreement, documents provided in a secure format will be considered "received" when both the document and the means to access the document have been received by the intended Party.

9. ***Time is of the Essence/Force Majeure.***

A. For all the services selected by the Employer and provided by NBS, time is of the essence. Deadlines applicable to the services provided hereunder shall be identified in Schedule A or by specific notices provided to the Employer. Except as specifically provided in Section 9.B., failure by the Employer to comply with the timing provisions specifically identified in the Service Agreement or through notices by NBS shall constitute a breach of the Service Agreement.

B. Neither Party shall be held responsible for the delay or failure to perform services and/or obligations under the Service Agreement when such delay or failure is due to fire, flood, epidemic, strike, an act of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecasted or provided against.

10. ***Ministerial Services Only.***

A. The Parties acknowledge and agree that NBS will NOT act as a "Plan Administrator" or "Fiduciary" to a Plan as defined in ERISA § 3. The Parties further acknowledge that the Service Agreement does not grant NBS any discretionary authority or control regarding management or administration of the benefits and that the services provided by NBS shall not be construed by the Parties as management or disposition of benefit plan assets.

B. The Parties acknowledge and agree that NBS will not provide investment advisory services, and that the services provided hereunder will not be interpreted as investment advice as that term is used in ERISA § 3(21)(A).

C. The Parties also acknowledge and agree that NBS will not provide accounting services outside of the record-keeping services required for benefit administration as listed in Schedule A. Furthermore, NBS will have no liability for the accuracy or completeness of any of the books or records regarding the administration of the benefits for any period preceding the signed date of the Service Agreement.

D. Although NBS employs licensed in-house attorneys to discharge its obligations under the Service Agreement, NBS will not provide legal services or legal advice to the Employer. Accordingly, the Employer will be responsible to have all documents and forms completed by NBS reviewed by competent legal counsel to ensure that they are appropriate for and meet the specific requirements of the benefits selected by the Employer. The Employer agrees to consult with an attorney experienced in employee benefit matters regarding any questions or concerns that the Employer may have relative to benefit plan qualification, coverage of employees, and any other issues of a legal nature.

11. ***Nonexclusive Services.*** The Parties acknowledge and agree that NBS will be performing similar services and other types of work for other employers. Nothing contained in the Service Agreement shall grant to either Party any right, title, or interest in or to the business activities or opportunities of the other Party—or the power or authority to contract on behalf of the other Party—other than as specifically provided in the Service Agreement.

12. ***Legal Compliance.*** Each of the Parties hereto agrees to comply with all applicable federal, state, and local laws, rules and regulations in the performance of their respective responsibilities under the Service Agreement, including any mandated confidentiality requirements.

13. ***Cooperation from NBS.*** Upon the Employer's request, NBS will promptly provide all benefit information necessary for an audit or investigation to the specified entity and in the manner requested. Without limiting the foregoing, "audit or investigation" includes any investigation by the Department of Labor and audits conducted by the Internal Revenue Service, the Employer, or by a third party firm designated by the Employer. The first three hours of audit support is included in the Audit Coordination fee, additional support shall be billed at the rate for extra hourly work.

GENERAL CONDITIONS

14. ***Billing Procedures and Collections.*** Consideration for providing the services listed in Schedule A shall be by payment of the fees identified in Schedule B. Fees for services rendered are payable by the Employer, or other party as agreed upon in Schedule B, upon receipt of an accurately invoiced statement for services. Acceptance by NBS of any payment by a third party shall not constitute a waiver of any rights NBS may have under the Service Agreement or by law to collect from the Employer amounts due and owing to NBS for services provided. If NBS does not receive payment in full within thirty (30) days of the statement date, the Employer's account shall be subject to a FINANCE CHARGE of 1.5% per month (18% APR). If the Employer's state of domicile requires a lesser rate, the Employer's past-due balance shall be subject to a FINANCE CHARGE at the highest allowable rate. If NBS does not receive payment in full within sixty (60) days of the statement date, NBS may terminate the Service Agreement immediately and pursue collection actions. Employer understands and agrees that it is responsible for all unpaid participant fees. This Section 14 does not apply to Claim Reserve funding for welfare benefit plans. For the Employer's obligations related to billing and remittance of Claim Reserve funds for welfare benefit plans, see the applicable welfare benefit Schedule A.

    Should NBS employ an attorney to assist in the collection of past due fees, the Employer shall pay all resulting collection costs and attorney fees whether or not litigation commences.

15. ***Compliance/Breach.*** If the Employer fails to perform any of the terms and conditions of the Service Agreement, the Employer shall be deemed in material breach of the Service Agreement, and NBS

shall have the right to cease to provide any further services for the Employer and terminate the Service Agreement. If the breach arises for reasons other than non-payment of fees, NBS may notify the Employer in writing of the breach and instruct how and by when the Employer must cure the breach. Such notice may include, as necessary, the amount of any additional charges the Employer must pay to enable NBS to meet applicable federal deadlines. If the Employer does not cure the breach within the timeframe stated in the notice, NBS may terminate the Service Agreement without waiving NBS's right to receive payment for services rendered and costs incurred, or to exercise any other remedies available at law or equity.

If NBS fails to perform any material terms and conditions contained in the Service Agreement, NBS shall be deemed in breach of the Service Agreement, and the Employer may terminate the Service Agreement or suspend payments under the Service Agreement to NBS until such breach is cured. If the Employer chooses to suspend payments, the Employer shall submit a written notice to NBS stating that it considers NBS in breach and has suspended payment. If NBS does not cure the breach within fifteen (15) days of receiving the notice, either party may terminate the Service Agreement.

16. ***Jurisdiction and Venue.*** The Service Agreement shall be construed, administered and enforced in accordance with the laws of the state where the services under the Service Agreement are performed. Additionally, the Parties submit to the exclusive jurisdiction of and venue in the appropriate state or federal courts located in the county where the services under the Service Agreement are performed.

17. ***Damages.*** A Party's liability to the other arising out of or relating to the Service Agreement—including liability for any claim for indemnification—will not exceed the lesser of the total fees payable to NBS for services for the current or most recent contract year or $50,000. In no event will either Party be liable to the other for any consequential, indirect, special, incidental, or punitive damages—regardless of the form of action—whether in agreement, tort, strict liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable. The limitations in this section do not apply to any amounts owing under the terms of the Service Agreement, any claims for attorney fees, or other ligation costs either Party is entitled to recover.

18. ***Indemnification.*** NBS and the Employer agree to assist each other to resolve matters in dispute or potential liability to the Parties through open, amicable, and timely communication.

    To the extent permitted by law, the Employer hereby agrees to indemnify, defend, and hold harmless NBS and its members, officers, agents, and employees from and against any and all claims, damages, judgments, liabilities, attorney and professional fees, court costs, and litigation costs caused by, arising out of, or relating to (1) any act or omission by the Employer or its agent which occurred prior to the effective date of the Service Agreement; (2) any information provided, or instructions given, by the Employer or its agent to NBS pursuant to the Service Agreement; (3) the Employer's failure to disclose any controlled-group issues or to obtain the controlled-group certification required under the Service Agreement; (4) the Employer's material breach of the Service Agreement; or (5) any claim by any third-party against NBS arising from the Employer's failure to perform or comply with the terms and obligations of any qualified benefit plan, applicable statutes, and regulations governing benefit plans or the Employer's gross negligence or willful act or omission. The Employer will not indemnify against any liability resulting from gross negligence, willful misconduct, actual fraud, or criminal conduct of NBS.

    To the extent permitted by law, NBS hereby agrees to indemnify, defend and hold harmless the Employer and its members, officers, agents, and employees from and against any and all claims, damages, judgments, liabilities, attorney and professional fees, court costs, and litigation costs caused by, arising out of, or relating to (1) NBS's material breach of the Service Agreement or (2) any claim by a third party against the Employer arising from the gross negligence or willful act or omission by NBS. NBS will not indemnify against any liability resulting from gross negligence, willful misconduct, actual fraud, or criminal conduct of the Employer.

    Within thirty (30) days receipt of any such litigation or demand, NBS and the Employer agree to give one another prompt written notice of any claim threatened or instituted against the other which might constitute the basis for a claim of indemnity by either Party against the other. If either Party does not notify the other within the said thirty (30) days, this indemnification is null and void against the Party

who fails to make such notification. Any successful indemnification claim is limited in damages as described in section 17.

19. ***Integration and Severability.*** The Service Agreement, together with all attachments hereto, including all schedules and exhibits, represents the entire agreement of the Parties and supersedes any prior agreement as to the subject matter contained herein. In the event that any provision or portion of the Service Agreement is declared void or unenforceable in a court of law, the remaining provisions of the Service Agreement shall remain binding upon the Parties as if the void or unenforceable provision had not been originally included.

20. ***Consent to Breach or Waiver.*** Any consent to breach or waiver of any provision of the Service Agreement shall be in writing. Such writing shall establish the scope and terms of the waiver or consent and shall be signed by the Party waiving its right. In no event shall a Party's failure to enforce any provision of the Service Agreement be deemed a consent to breach or a waiver of any provision of the Service Agreement; nor shall any written consent to breach or a waiver of any provision of the Service Agreement be deemed to extend beyond its express terms.

21. ***Headings.*** Section headings in the Service Agreement are for the purpose of convenience only and are not intended to affect the meaning or interpretation of the Service Agreement.

22. ***Multiple Counterparts.*** The Service Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same agreement.

23. ***Termination of Service Agreement.*** The Service Agreement may be terminated by either Party on thirty (30) days written notice or on such shorter time as the Parties may agree in writing. Early termination by the Employer, unless agreed upon in writing, shall result in an early termination fee. The early termination fee shall be the greater of the amount of the most recent invoice or $500.00. Notice shall be deemed effective as of the date the written notice of termination is deposited in the United States Mail or on such date that the Party giving notice of termination delivers the notice electronically (for example, by e-mail) using such means as the Parties have used to communicate in writing during the period that the Service Agreement has been in effect.

    Unless the Parties otherwise agree in writing to specific delivery conditions, upon termination of the Service Agreement, NBS shall provide to the Employer, within a reasonable time following termination, all benefit information which NBS considers necessary to enable the Employer to continue operation of the benefit. Such information shall be provided in an electronic format at the address contained in NBS's records at the time of termination of the Service Agreement. Any information classified as Protected Health Information ("PHI") under HIPAA shall be provided, if at all, only as permitted under HIPAA. NBS shall be entitled to full payment of all fees for services rendered for the Employer, including services provided subsequent to the date of termination of the Service Agreement as requested by the Employer, and for copy charges associated with any requests for benefit records or documents.

    The Parties acknowledge that upon termination, any continued reliance by the Employer, or any of the Employer's agents or representatives, on any benefit forms, documents and/or records, including any plan document, created and provided by NBS are at the Employer's complete and sole risk. NBS shall not be held liable in any way for such reliance.

24. ***Record Access and Maintenance.*** Subject to all applicable benefit and privacy requirements, records maintained by NBS, which are reasonably necessary to the performance of the services, may be examined by the Employer, governmental regulatory agencies, or any other person lawfully entitled to access them. NBS shall maintain these records until they are provided to the Employer.

IN WITNESS HEREOF, the Parties have executed the Service Agreement for the following benefit services:

- 403(b) Plan Document with Maintenance

effective as of the date of execution by the Employer below.

6-27-17

DR LORI BRIDGES, PRESIDENT
LAWTON BOARD OF EDUCATION

Lawton Public Schools

Signed: Paula J. Diehl (May 31, 2017)
(Its Authorized Agent)

Title: LPS Director of Payroll

Date: May 31, 2017

NATIONAL BENEFIT SERVICES, LLC

Signed: Paul R Lovell
(Its Authorized Agent)

Title: CEO

Date: May 12, 2017

BOARD APPROVED

JUN 27 2017

LAWTON PUBLIC SCHOOLS

6-28-18

SCHEDULE 'A'

NBS DEFINED CONTRIBUTION RETIREMENT PLAN – DOCUMENT ONLY

SCHEDULE OF SERVICES / PLAN SPONSOR'S OBLIGATIONS

NBS SERVICES

NBS shall:

1) Provide services as described in this Service Agreement on behalf of the Plan Sponsor and as agreed upon herein by the Parties. NBS shall provide the services described herein in a professional, workmanlike manner. NBS, as a Third Party Administrator, shall be obligated to perform only those services specifically enumerated in this Service Agreement. NBS reserves the right to perform other services, which in its sole discretion it believes are necessary to the efficient, professional, and workmanlike execution of its obligations hereunder; however, performance of such services not enumerated herein shall not create an ongoing obligation to perform such services. In no event shall NBS be deemed to have breached its obligations to the Plan Sponsor because of a failure to perform a function not enumerated herein and agreed-upon by the Parties.

2) Perform the following plan document services for the Plan:
   a) Prepare the following documents in the initial year of the Service Agreement and subsequent restatements thereafter as necessary to comply with federal law. *(Note: All plan documents completed by NBS should be reviewed by competent legal counsel.)*
      i) Plan and Trust documents (pre-approved Volume Submitter document), updated for current regulatory requirements
      ii) Employer Resolution to adopt the Plan
      iii) Summary Plan Description ("SPD")
      iv) Highlights Page
      v) Loan Policy, as applicable
      vi) QDRO Procedure

   b) Prepare amendments for the Plan, as required by law and as requested by the Plan Sponsor, and the correlating Summary of Material Modifications. *(Note: The Plan Sponsor is required to send updated Summary of Material Modifications to all the participants in the Plan for each new amendment.)*

   c) Prepare the following notices, as applicable:
      i) Special Tax Notice *(provided initially with plan document)*
         1. The Plan Sponsor needs to provide this notice to all terminated participants once the participant receives distribution forms.
      ii) Safe Harbor Notice *(provided on an annual basis in accordance with Safe Harbor rules)*
         1. For Safe Harbor plans, the Plan Sponsor needs to provide this notice to all newly eligible participants 30 to 90 days prior to the new participant's eligibility date, or as soon as administratively feasible if the Plan's eligibility provisions are less than 90 days, and to all participants in the Plan on an annual basis 30 to 90 days before the beginning of the plan year.
      iii) Automatic Enrollment Notice *(provided on an annual basis)*

1. For Plans with Automatic Enrollment features, the Plan Sponsor needs to provide this notice to all eligible participants 30 to 90 days prior to the new participant's eligibility date, or as soon as administratively feasible if the Plan's eligibility provisions are less than 90 days, and all participants on an annual basis 30 to 90 days before the beginning of the plan year.

iv) NBS's 404(a)(5) Participant Disclosure Notice *(provided initially with plan document and then upon any changes in fees)*
   1. The Plan Sponsor must provide this notice, along with any other 404(a)(5) required notices, to all newly eligible participants on the new participant's eligibility date and to all participants when the Plan makes any changes to the fees.

v) 204(h) Notice (*provided upon a reduction of benefits)*
   1. This notice is only needed when there is a reduction in benefits, including plan termination. If applicable, the Plan Sponsor must send this notice to all participants.

vi) ESOP Diversification Notice *(for ESOPs only on an annual basis)*
   1. The Plan Sponsor must distribute this notice to participants on an annual basis.

d) Maintain electronic copies of all plan documents, annual statements, and reports in PDF format consistent with IRS retention requirements.

3) Perform the following miscellaneous services, as applicable:

a) Assist the Plan Sponsor with IRS audits and DOL investigations. *(Note: The first three hours of audit or investigation assistance is included in the base audit support fee, additional support shall be billed at the hourly rate.)*

b) Assist the Plan Sponsor in the submission of a requested Voluntary Correction Process (VCP) or Self-Correction Process (SCP) Application. (*Note: An additional fee shall apply.)*

c) Assist the Plan Sponsor in coordinating any necessary items required for the Plan as a result of a merger or acquisition. (*Note: An additional fee shall apply.)*

d) Additional services not specified in the Service Agreement:

i) NBS shall charge an additional amount on an hourly basis for services required by the Plan Sponsor but not specified in this Service Agreement. The hourly rate is specified on Schedule B attached to the Service Agreement.

PLAN SPONSOR'S OBLIGATIONS

The Plan Sponsor shall:

1) Review and send out all notices for the Plan to plan participants and beneficiaries.

2) Obtain an ERISA Fidelity Bond covering no less than 10% of the qualifying plan assets, and update the bond periodically to ensure that the amount is at least 10% at all times (*see ERISA § 412 for additional bond requirements that may apply*).

3) Be solely responsible for all administration requirements for the Plan given by the Internal Revenue Service and the Department of Labor.

4) Fulfill all fiduciary requirements as designated by the Department of Labor, including reviewing and signing Plan documents and amendments.

LAWTON PUBLIC SCHOOLS
NBS DEFINED CONTRIBUTION RETIREMENT PLAN
FEE SCHEDULE – DOCUMENT ONLY

PLAN DOCUMENT SERVICES

Plan Document and SPD ..... included

Annual Document Maintenance Fee ..... $ 150

Includes services listed on Schedule A under Plan Document Services.

Extra Hourly Work *(as specified in Schedule A)* ..... $ 150/hour

Employer Signature Paula J. Diehl
Paula J. Diehl (May 31, 2017)

Date May 31, 2017

Collect - Ed LLC

PO Box 333
Mustang, OK 73064
Ph: 405.830.2200 Fax: 405.376.7237
eFax: 501.640.7815
www.collect-ed.com

CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT

FUNDING YEAR: **2020-2021**

THIS CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT dated this _____ day of _____ of 2019.

BETWEEN:

COLLECT-ED LLC
PO Box 333 Mustang, OK 73064
Machelle McKay
(the "Consultant")
OF THE FIRST PART

BOARD APPROVED
JUN 27 2019
LAWTON PUBLIC SCHOOLS

-AND-

LAWTON PUBLIC SCHOOL DIST
P.O. Box 1009
Lawton, OK 73502
(Collectively and individually the "Client") OF THE SECOND PART

Below I have listed the details of the "Confidentially and Non-Disclosure" agreement:

i. All Documentation and Business Processes and Practices transferred between "Client" and "Consultant" are to be used exclusively for the completion of the E-Rate Grant Program for all working funding years (current and previous).

ii. Service Providers, Universal Service Administration Company (USAC) and the Federal Communications Commission (FCC) are the only third parties that may request documentation copies to complete the E-Rate process.

iii. Documentation, Business Processes and Practices provided by COLLECT-ED may not be sold or reused without written permission by the rightful owner.

Machelle McKay

Machelle McKay, Consultant

COLLECT-ED LLC

June 13, 2019

Authorized Signature

CARLA CLODFELTER
Printed Name

PRESIDENT, LAWTON BOARD OF EDUCATION
Title

6-27-19
Date

Collect - Ed LLC

PO Box 333
Mustang, OK 73064
Ph: (405) 830-2200 Fax: (405) 376-7237
eFax: (501) 640-7815
www.collect-ed.com

Erate Form Services Agreement (2020-2021)

BOARD APPROVED
JUN 27 2019
LAWTON PUBLIC SCHOOLS

This agreement is between:
Machelle McKay DBA Collect-Ed LLC, a proprietorship, located at PO Box 333, Mustang, OK, 7306
Hereinafter – ***"CE"*** And..

LAWTON PUBLIC SCHOOL DIST, located at P.O. Box 1009, Lawton, OK 73502
Hereinafter – ***"LAWTON PUBLIC SCH DIST"***

By our signatures below, ***"CE"*** and ***"LAWTON PUBLIC SCH DIST"*** agree to the following terms and conditions:

"CE" responsibility includes:

- ***"CE"*** will use it's best efforts to prepare the appropriate paperwork and forms on behalf of the client, commonly referred to as Form 470, 471, 486, and 500 (including SPIN Change requests, Service Substitution requests) in obtaining E-Rate funds from the Universal Service Administrative Company "USAC", for the fiscal year 2018-2019.
- ***"CE"*** has no control over the USAC any changes in rules and regulations or evaluation process, it is agreed and understood that "***CE***" can not guarantee approval from the USAC.
- "***CE***" will notify the school (or entity) of any changes in rules and regulations of the E-Rate program.
- ***"CE"*** is not responsible for any E-Rate bids or contracts to other vendors. ***"CE"*** does not recommend vendors; however, is able to publicly advertise any request for proposals (RFP). "CE" is able to submit a list of active eligible "E-Rate Service Providers" (vendors).
- ***"CE"*** is able to assist in preparing a Request for Proposal (RFP) for E-Rate eligible services, upon request of the school (entity). – Extra charges may apply.
- ***"CE"*** will notify each entity of upcoming deadlines set forth by the USAC and submit all forms necessary to the applicant for approval and signature before any deadline.
- ***"CE"*** is able to answer questions on behalf of the entity from USAC representative (s).
- ***"CE"*** will answer any questions or concerns of the entity as requested.
- ***"CE"*** provides a value added services to its customers by continuous E-Rate services: such as reporting to all entities upcoming deadlines, monthly review of "CE" services provided to each entity as well as a "End of Funding Year report" which provides a reconciliation by Funding Request Number (FRN).

"LAWTON PUBLIC SCH DIST" responsibility includes:

- ***"LAWTON PUBLIC SCH DIST"*** agrees to comply with all the rules and regulations set forth by the USAC. Including, but not limited to the 28-day bidding process, compliance and truthfulness of each FCC Form (470, 471, 486, and 500), allocation of "E-Rate" funds and deadlines set forth by the USAC.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to the bidding process set forth by the USAC:
  - Provide a list of services or products to be included in the bid process for which they are seeking "E-Rate" funds (to include telecom, internet and / or internal connections)
  - Any and all state or local bidding restrictions and/or regulations before the Form 470. These regulations may include bonding requirements, public advertising for RFPs, etc.
  - The bidding process set forth by the USAC is 28-days from the date the Form 470 is posted. This time frame allows potential vendors to review the list of services and provide equal opportunity to respond to the RFP for the services in which they provide. **All qualified service providers chosen must have SPIN number to participate in E-Rate process.**
  - Any formal RFP that is written from the school (or consultant) must be written before the Form 470 is posted. If a supplemental RFP is written by consultant, additional charges may apply. The formal RFP process provides more specific information to vendors of particular products or services that the school is seeking. The RFP will be publicly advertised for any qualified vendor to view and respond.
  - ***"LAWTON PUBLIC SCH DIST"*** is responsible for all E-Rate bids or contracts to service providers.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to provide any information required to obtain "E-Rate" funds, such as, approved Technology plan, copies of invoices, budget / lunch count information, USAC certifications, etc. within the time allowed by either "CE" or the USAC.

COLLECT-ED LLC TIPS/TAPS CONTRACT PRICING

E-Rate Consulting Pricing Model

Pricing terms begin for Funding Year 2016 applications processing 4/1/2018

Pricing Model is CONFIDENTIAL and not to be shared with other E-Rate Consultants or competitors

CAT 1 - TELECOM, VOICE AND INTERNET ACCESS

Discounted

CAT 1 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k+
Basic Erate Consultanting - Minimum annual contract charges (470, 471, 486, 500)	$ 350.00	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 4,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00
[illegible] Dollar Amount of Services rendered - detail per service charge								
FORM 470 (based on previous year funding)	$ 100.00	$ 300.00	$ 500.00	$ 750.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
FORM 471- MINIMUM $150	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	$ 2,500.00
FORM 486 - MINIMUM $100.	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	$ 2,000.00
FORM 472 - additional charges will apply per services rendered								
FORM 472; per request (based on actual collection)- MINIMUM $150./YEAR	3.50%	3.50%	3.50%	3.50%	3.50%	2.50%	1.75%	1.50%

CAT 2 - INTERNAL CONNECTIONS, BASIC MAINTENANCE & MANAGED INTERNAL BROADBAND (ONLY IF FILING FOR CAT 2)

CAT 2 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k+
FORM 471- MINIMUM $250.	2.50%	2.00%	1.50%	1.50%	1.00%	0.50%	0.25%	0.25%
IF FUNDING APPROVED FORM 486 - MINIMUM $250.	2.50%	2.00%	1.50%	1.50%	1.00%	0.50%	0.25%	0.25%
FORM 472 - additional charges will apply per services rendered								
FORM 472; per request (based on actual collection)- MINIMUM $150./YEAR	1.50%	1.50%	1.00%	1.00%	0.50%	0.50%	0.30%	0.30%

ADDITIONAL CHARGES

additional FORMS 470, 471, 486 (request per form)	$ 100.00
APPEALS - USAC or FCC	$ 300.00
SPIN CHANGE (per customer or service provider order) each request	$ 50.00
Service Substitutions - (per customer or service provider order) each request.	$ 100.00
ADDITIONAL HOURLY RATE (for miscellaneous projects, **contract management** as needed) - minimum 1 hour	$ 50.00
HOURLY RATE - ONSITE SERVICES (only if required or requested) - plus travel time and expenses	$ 50.00

***Contract management** - for ongoing Telecom & Internet Access services (email, webhosting) separate & apart from E-Rate eligible services*

Pricing Model is CONFIDENTIAL and not to be shared with other E-Rate Consultants or competitors

- ***"LAWTON PUBLIC SCH DIST"*** agrees to review and approve ALL E-Rate forms before submitting them to the USAC. The named legal representative of the school (or organization), such as the superintendent, will be required to sign and date each FCC form.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to communicate any information from the USAC to ***"CE"*** within 3-5 working days; however, "CE" will be listed as the contact on each of the FCC Forms.
- ***"LAWTON PUBLIC SCH DIST"*** agrees to retain any and all "E-Rate records for a minimum of TEN (10) years from the last date of service. This is a E-Rate requirement set forth by the USAC. (a list of type of records will be provided to the school from "CE")
- ***"LAWTON PUBLIC SCH DIST"*** agrees to sole responsibility to follow all rules and regulations set forth by the USAC and the FCC (Federal Communications Commission).

Terms of payment:

- It is agreed to and understood by both parties that no monies will be paid by "CE" for any reason, and that "CE" does not guarantee or bear responsibility in anyway, for the approval, payment and receipt of these funds.
- Any restitution for liability will not exceed the paid amount of this contract.
- School (or entity) –if required for payment, to issue Purchase Order to secure funds to pay for services to be rendered.
- Upon receipt of services rendered, an invoice will be submitted to school district for payment. All invoices submitted will require payment within 30days. (1/3 due after each application – 470, 471 and 486. if necessary, Form 472 &/or 500)
- This contract may be cancelled before ANY services are rendered with a 30 day written notice. Otherwise, if cancelled during contract term, ***"LAWTON PUBLIC SCH DIST"*** agrees to cancellation charges equal to the BALANCE OF CONTRACT AMOUNT considering all services were rendered as promised (within the contract funding year) and payment is due within 15 business days.
- Fees are due for services provided by "CE" unless otherwise agreed to in a separate agreement.

Basic E-Rate Consulting Services	***CAT1 (Telecom & Internet)***	***CAT2 (Basic Maint & Internal Connections)***
ESTIMATED CONTRACT: ***See pricing schedule attached***	**$5,000.00**	**If used:** ***See pricing schedule attached***
ESTIMATED USAC DISCOUNT % INFORMATION		
CAT1 – **VOICE SERVICES** (phased down by 2018)	**0 %**	-
CAT1 – **INTERNET & TRANSMISSION SERVICES (TELECOM)**	80 %	-
CAT2 – **INTERNAL CONNECTIONS & BASIC MAINT. OR MANAGED SERVICES**	-	80 %
PRE-DISCOUNT AMOUNT FILED IN PREVIOUS FUNDING YEAR (~~2018~~ 2019)	$ 508,949.12	$ 200,431.16
OPTIONAL SERVICES: (Additional charges may apply) - ***See pricing schedule attached***		
Contract management - for ongoing (upgrades or changes) CAT1 Telecom & Internet Access services (email, webhosting) separate & apart from E-Rate eligible services	$ 100.00 / per contract	$ 100.00 / per contract

Carla Clodfelter

Authorized Signature

CARLA CLODFELTER

Name of Authorized Official (Printed or Typed)

PRESIDENT, LAWTON BOARD OF EDUCATION

Title of Authorized Official

6-27-19

Date

Machelle McKay

Collect – Ed, LLC Rep Signature

Machelle L. McKay

Consultant

6/13/2019

School Board Approved Date: _____ (If necessary)

Issued Purchase Order # _____

FUNDING YEAR CONTRACT

Contract expires: June 30, 2021

CDW Government LLC
Purchase Agreement for E-Rate Customers
LDFM955
Contract #23253
Spin #143005588
FCC Registration #0012123287

BOARD APPROVED
FEB 03 2020
LAWTON PUBLIC SCHOOLS

This E-Rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and LAWTON PUBLIC SCHOOL DST I 8, a non-profit school or library eligible for Universal Service funding, with offices at PO BOX 1009, LAWTON, OK 73502-1009 ("Customer") and is effective on April 1, 2020 ("Effective Date").

Definitions:
As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

"Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.

"Customer" – an E-Rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at http://www.cdwg.com/content/terms-conditions/product-sales.asp (the "Product Sales Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information
All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order
Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS
Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price
The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms
Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. **Form 474 Service Provider Invoice (SPI) Method**
   Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
   Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT
Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT
The term of this Agreement shall commence on April 1, 2020 ("Effective Date") and be valid through Funding Year 23. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any

Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller's and Customer's mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

LAWTON PUBLIC SCHOOL DST I 8
PO BOX 1009
LAWTON, OK 73502-1009

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 23 (2020) which is effective as of July 1, 2020 and terminates on June 30, 2021.**

CDW Government LLC	**Customer** LAWTON PUBLIC SCHOOLS
_____	Carla Clodfelter
(Authorized Signature)	*(Authorized Signature)*
_____	CARLA CLODFELTER
Printed Name	*Printed Name*
Title: _____	Title: PRESIDENT, LAWTON BOARD OF EDUCATION
Date: _____	Date: 2-3-2020

EXHIBIT I
Quote

QUOTE CONFIRMATION

CDW•G PEOPLE WHO GET IT

DEAR AJ WATSON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LDFM955	1/3/2020	ERATE	1978370	$476,400.44

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Meraki MR45 - wireless access point Mfg. Part#: MR45-HW UNSPSC: 43223108 Contract: MARKET	163	5519068	$602.78	$98,253.14
Meraki Cisco Meraki Enterprise Cloud Controller License 1 Access Point Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	163	2021373	$154.48	$25,180.24
Cisco Meraki Cloud Managed MS225-48LP - switch - 48 ports - managed - rack- Mfg. Part#: MS225-48LP-HW UNSPSC: 43222612 Contract: MARKET	103	4404719	$2,876.64	$296,293.92
Cisco Meraki Enterprise - subscription license (5 years) + 5 Years Enterpri Mfg. Part#: LIC-MS225-48LP-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	103	4405019	$398.68	$41,064.04
Cisco Meraki Cloud Managed MS250-24P - switch - 24 ports - managed - rack-m Mfg. Part#: MS250-24P-HW UNSPSC: 43222612 Contract: MARKET	5	4406612	$2,697.69	$13,488.45
Cisco Meraki Enterprise - subscription license (5 years) + 5 Years Enterpri Mfg. Part#: LIC-MS250-24P-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: MARKET	5	4478979	$379.24	$1,896.20
Cisco Meraki CBL-TA-1M - direct attach cable - 3.3 ft Mfg. Part#: MA-CBL-TA-1M UNSPSC: 26121609 Contract: MARKET	5	3364137	$44.89	$224.45

PURCHASER BILLING INFO	SUBTOTAL	$476,400.44

Billing Address: LAWTON PUBLIC SCHOOL DST I 8 **NDS VOUCHER NONKICKBK AFF F/>25K PO BOX 1009 NETWORK ADMINISTRATOR LAWTON, OK 73502-1009 **Phone:** (580) 357-6900 **Payment Terms:** ERATE QUOTES ONLY	**SHIPPING** $0.00 **SALES TAX** $0.00 **GRAND TOTAL** **$476,400.44**
DELIVER TO **Shipping Address:** LAWTON PUBLIC SCHOOLS T TREADWELL 5202 W GORE BLVD EISENHOWER HIGH SCHOOL LAWTON, OK 73505-5840 **Shipping Method:** DROP SHIP-GROUND	**Please remit payments to:** CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Rob Culicchia | (866) 534-1410 | robcul@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

E-Rate Bid Evaluation Worksheet

Funding Year: 2020-2021

PROJECT OR SERVICE DESCRIPTION: Internal Connections - Wireless Access Points and Switches

MAKE MUTLIPLE COPIES OF THIS FORM: DEPENDING ON THE NUMBER OF PRODUCTS OR SERVICES UNDER COMPETITIVE BID.

VENDOR SCORING (USE ADDITIONAL WORKSHEETS, IF NECESSARY)

BID DEADLINE DATE	12/14/2018	VENDOR: WPS		VENDOR: UnitedSystem		VENDOR: Presidio		VENDOR: CDW		VENDOR: Cytranet	
		SPIN# 143013381		SPIN# 143004698		SPIN# 143015315		SPIN# 143005588		SPIN# 143051061	
SELECTION CRITERIA	**Weight [1]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**
Pricing Equipment (for both eligible and not eligible products and services)	30	2	60	3	90	4	120	5	150	1	60
In-state Preference	20	5	100	5	100	5	100	4	80	4	80
Understand of Needs	10	5	50	4	40	5	50	5	50	3	30
Prior Experience	15	4	60	5	75	5	75	5	75	4	60
Personnel Qualifications	5	5	25	5	25	5	25	5	25	5	25
Financial Stability	10	5	50	5	50	5	50	5	50	5	50
Availability (radius to location, scheduling, etc.)	10	4	40	4	40	5	50	5	50	4	40
Other (describe)			0		0		0		0		0
Overall Ranking	100%		385		420		470		480		345

Bid Evaluation Comments, if needed: (disqualification of vendors and reason) If a bid contained installation charges, those charges were subtracted from the bid total and all bids were evealuated by the remaining cost.

Notes:
USAC may request this information at a later date such as during PIA or selective reviews or requests for SPIN changes and/or Service Substitutions.

[1] Percentage weights must equal 100%. Price must be the highest weighted score
[2] Evaluation on a scale of 1-5; 1= worst, 5= best
[3] Weight x Raw Score = Weighted Score

Vendor Selected: CDW
Approved By: Dave McDermott / AJ Watson
Title: Media Operations Director / IT Director
Date: January 21, 2020

COMPLETE FORM 471	
471 APPLICATION #	
FRN#	

BOARD APPROVED

FEB 03 2020

LAWTON PUBLIC SCHOOLS

OneNet
Advancing Technology Across Oklahoma

CONTRACT FOR SERVICES AND/OR PRODUCTS
ERATE FUNDING YEAR 2020

Service Provider "Provider"
OneNet (Oklahoma State Regents)
SPIN:143015254
655 Research Parkway, Suite #100
Oklahoma City, OK 74857
(405) 225-9413

School/Library "Applicant"
Lawton Public School
BEN: 139876
753 NW Fort Sill Blvd.
Lawton, OK 73505
(580) 713-4207

This contract made and entered into on this 3rd Day of February, 2020 by and between Provider and Applicant as specified above.

SERVICES

The Provider agrees to provide to the Applicant the services and/or products as specified in the bid response to 470#200005869.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised Internet access services. OneNet submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and they set their agreement in writing as follows:

BANDWIDTH CHANGES

Applicant may need to upgrade bandwidth during the life of this contract and this contract allows for any bandwidth upgrades or downgrade based on bid response to 470#200005869, during the life of the contract as requested and paid for by the Applicant and eligible funding sources. Provider shall credit Applicant for any savings realized from downgrades or substitutions of services under this contract. Provider responded with the following bandwidth options pursuant to the 470 listed above.

Bandwidth Up/Down Speed (Mbps)	Monthly Recurring Cost	Annual Recurring Cost	Establishment Fee	One-Time Construction Cost	Total
10000	$3,400.00	$40,800.00	$0.00	$0.00	$40,800.00
15000	$4,910.00	$58,920.00	$1,000.00	$0.00	$59,920.00
20000	$6,150.00	$73,800.00	$1,000.00	$0.00	$74,800.00
25000	$7,350.00	$88,200.00	$1,000.00	$0.00	$89,200.00
30000	$8,520.00	$102,240.00	$1,000.00	$0.00	$103,240.00
35000	$9,680.00	$116,160.00	$1,000.00	$0.00	$117,160.00
40000	$10,820.00	$129,840.00	$1,000.00	$0.00	$130,840.00
45000	$11,960.00	$143,520.00	$1,000.00	$0.00	$144,520.00
50000	$13,080.00	$156,960.00	$1,000.00	$0.00	$157,960.00
55000	$14,190.00	$170,280.00	$1,000.00	$0.00	$171,280.00
60000	$15,300.00	$183,600.00	$1,000.00	$0.00	$184,600.00

Router Requirements

BW T1 – 1000M Mbps: Juniper SRX340 or current equivalent model	**$89.00**
BW 1001 – 5000M Mbps: Juniper SRX1500 or current equivalent model	**$368.00**

OneNet
Advancing Technology Across Oklahoma

CONTRACT FOR SERVICES AND/OR PRODUCTS
ERATE FUNDING YEAR 2020

The router shall remain the property of OneNet. Maintenance of the router will be OneNet's responsibility. Customers' local network will not be dependent on the OneNet provided router. OneNet configures the routers in "packet mode", so they only perform routing functionality required for internet service.

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid. The term of this contract shall commence on July 01, 2020 with an option of four (4) voluntary annual renewals. If all four (4) voluntary annual renewals are exercised, the contract will expire on (a) June 30, 2025 for recurring services and will continue on a month-to-month basis until services are cancelled by the customer's authorized administrator (b) September 30, 2021 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. The contract may be renewed by mutual ratification by both parties. If upgrade of services is requested, the ratification of this agreement will comply with rates within this agreement. Services will continue on a month-to-month basis if mutual annual ratification is not agreed upon until services are cancelled by the customer's authorized administrator. If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board, but agrees to pay any outstanding charges due.

PAYMENT and DISCOUNTS

Provider will invoice Applicant for all services provided in accordance with this contract. Provider understands that the Applicant is participating in the Schools and Libraries Division ("SLD"), Universal Services E-Rate Program to receive discounts on eligible services. Services will be discounted within 30 days of the Providers receipt of confirmation that SLD has approved Applicant's Form 486.

If the Applicant is also participating in the Oklahoma Corporation Commissions (OCC) Special Oklahoma Universal Service Fund (OUSF), the Applicant will receive additional discounts on eligible services for Schools and Libraries. Provider agrees to request said funding within 30 days of receipt of a correctly completed OUSF Affidavit from Applicant Upon approval of OUSF, OneNet will begin invoicing OUSF for any eligible amounts within 60 days of approval.

If Applicant funding is not approved through these funding mechanisms, the Applicant is obligated to pay the balance due after all approved discounts are applied. If the Applicant is ineligible, then the Applicant is responsible for 100%.

Provider is obligated to participate in and be compliant with the rules and requirements of the both programs stated above.

Billing begins on the date your service becomes operational; requested bandwidth is provisioned, open and ready for data flow. Any delay on Applicants end such as equipment is on order or a demarcation has yet to be extended will not constitute cause for deferment of billing.

Billing continues until OneNet receives written notice of cancellation from customer's authorized administrator. Depending on the configuration of your service, the termination of OneNet services may incur service fees from one or more of our telecommunications partners. The Applicant shall be responsible for telecommunication service fees levied as the result of customer's voluntary cancellation.

OneNet
Advancing Technology Across Oklahoma

CONTRACT FOR SERVICES AND/OR PRODUCTS
ERATE FUNDING YEAR 2020

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid.

Lawton Public Schools will maintain 10,000 Meg at a rate of $3,400.00; for a total undiscounted amount of $40,800.00 annually.

Executed and delivered on the day and year first written above.

For Provider:		**For Applicant:**	
		Carla Clodfelter 2-3-2020	
Signature	Date	Signature	Date
Printed Name:		Printed Name:	
Vonley Royal		Carla Clodfelter	
Title: Executive Director, OneNet		Title: President, Board of Education	

E-Rate Bid Evaluation Worksheet

Funding Year: 2020-2021

PROJECT OR SERVICE DESCRIPTION: Internet Access - 10GB

MAKE MUTLIPLE COPIES OF THIS FORM: DEPENDING ON THE NUMBER OF PRODUCTS OR SERVICES UNDER COMPETITIVE BID.

VENDOR SCORING (USE ADDITIONAL WORKSHEETS, IF NECESSARY)

BID DEADLINE DATE		VENDOR: LightStream SPIN# 143048432		VENDOR: AT&T SPIN# 143001192		VENDOR: OneNet SPIN# 143015254		VENDOR: NextLink SPIN# 143036566		VENDOR: Cytranet SPIN# 143051061	
SELECTION CRITERIA	**Weight [1]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**	**Raw Score [2]**	**Weighted Score [3]**
Pricing (for both eligible and not eligible products and services)	30	4	120	1	30	3	90	5	150	2	60
In-state Preference	20	4	80	5	100	5	100	4	80	4	80
Understand of Needs	10	5	50	5	50	5	50	4	40	5	50
Prior Experience	15	3	45	4	60	5	75	3	45	3	45
Personnel Qualifications	5	5	25	5	25	5	25	5	25	5	25
Financial Stability	10	5	50	5	50	5	50	5	50	5	50
Availability (radius to location, scheduling, etc.)	10	4	40	5	50	5	50	4	40	3	30
Other (describe)			0		0		0		0		0
Overall Ranking	**100%**		410		365		440		430		340

Bid Evaluation Comments, if needed: (disqualification of vendors and reason)

Notes:
USAC may request this information at a later date such as during PIA or selective reviews or requests for SPIN changes and/or Service Substitutions.

[1] Percentage weights must equal 100%. Price must be the highest weighted score
[2] Evaluation on a scale of 1-5; 1= worst, 5= best
[3] Weight x Raw Score = Weighted Score

Vendor Selected: OneNet
Approved By: Dave McDermott / AJ Watson
Title: Media Operations Director / IT Director
Date: January 16, 2020

COMPLETE FORM 471	
471 APPLICATION #	
FRN#	

6-27-17
6-28-18
6-27-19

BOARD APPROVED

FEB 0 6 2017

LAWTON PUBLIC SCHOOLS

PROPOSAL

www.peakuptime.com

Proposal No	AAAQ31815
Date	1/26/2017
Prepared By	Michael Cunningham

Proposal For

Lawton Public Schools
David McDermott
753 NW Fort Sill Blvd
Lawton, OK 73507

Phone	(580)-713-4207
Fax	
Email	dmcdermott@lawtonps.org
Project	Lawton Schools - ERATE YR20

Billing Address

Lawton Public Schools
David McDermott
753 NW Fort Sill Blvd
Lawton, OK 73507

Shipping Address

Lawton Public Schools
David McDermott
753 NW Fort Sill Blvd
Lawton, OK 73507

Item	Description	Qty	Unit Price	Extend Price
1	**Peak Methods, Inc Spin# 143031547**			
2	**Wireless**			
3	Meraki MR42 Cloud Managed AP	102	$586.13	$59,785.26
4	Meraki MR Enterprise License 5YR	102	$254.12	$25,920.24
5	SubTotal			$85,705.50
6	**Cabling**			
7	Tripp Lite 1000ft Cat6 550MHz Gigabit Bulk Solid PVC CMR Cable Blue 1000' - 4 Pair Solid CMR PVC Jacket	16	$161.53	$2,584.48
8	Tripp Lite Cat6/Cat5e 110 Style Punch Down Keystone Jack - Blue, 25-Pack - 25 Pack - 1 x RJ-45 Female - Blue	5	$62.91	$314.55
9	Belkin RJ45 Plug - RJ-45 - Qty:100 per box	5	$17.87	$89.35
10	SubTotal			$2,988.38
11	Running SubTotal			$88,693.88

Proposal valid for 30 days. Shipping and taxes not included unless specified. Prices and availability subject to change.
All products are covered by respective manufacturer's warranty. We specifically disclaim any and all warranties, express or implied.
We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, or incidental/consequential damages related to this agreement.
Invoice date based on date of shipment and not on date of installation. All product returns must meet Peak Methods return policies in order to issue a Returns Authorization. A MINIMUM 15% RESTOCKING FEE MAY APPLY, provided Peak Methods has return rights with its manufacturers or suppliers.
Peak Methods only accepts the return of products within THIRTY (30) DAYS from the date of Peak Methods invoice.
Peak Methods shall only accept products that are Factory Sealed (in fully resellable condition - i.e. no stickers, markings, etc.), Defective, or Dead on Arrival.
If, however, Peak Methods does not have return rights to the manufacturer, the product is not-returnable.
Proposal is subject to Peak Methods general conditions (Available Upon Request).

Item	Description	Qty	Unit Price	Extend Price

Accepted and Agreed Upon By:

Signature: _____

Date: 2-6-17

Customer PO #: _____

Please fax signed proposal to: _____ or email to: michael.cunningham@peakuptime.c

Proposal valid for 30 days. Shipping and taxes not included unless specified. Prices and availability subject to change.
All products are covered by respective manufacturer's warranty. We specifically disclaim any and all warranties, express or implied.
We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, or incidental/consequential damages related to this agreement.
Invoice date based on date of shipment and not on date of installation. All product returns must meet Peak Methods return policies in order to issue a Returns Authorization. A MINIMUM 15% RESTOCKING FEE MAY APPLY, provided Peak Methods has return rights with its manufacturers or suppliers.
Peak Methods only accepts the return of products within THIRTY (30) DAYS from the date of Peak Methods invoice.
Peak Methods shall only accept products that are Factory Sealed (in fully resellable condition - i.e. no stickers, markings, etc.), Defective, or Dead on Arrival.
If, however, Peak Methods does not have return rights to the manufacturer, the product is not-returnable.
Proposal is subject to Peak Methods general conditions (Available Upon Request).

BOARD APPROVED

MAR 11 2013

LAWTON PUBLIC SCHOOLS

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

Wide Area Network Leasing and Services Agreement

between

DISTRICT

Unite Private Networks, LLC
950 West 92 Highway
Suite 203
Kearney, Missouri 64060

and

Lawton Public Schools
753 Fort Sill Boulevard
Lawton, Oklahoma 73507

Dated March 11, 2013

10 year contract

Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into this 12th day of March 2013, between the Lawton Public School District (the "District") and Unite Private Networks, LLC ("UPN") (collectively, the "Parties").

Recitals

A. UPN is in the business of leasing Wide Area Network facilities ("WAN Facilities") and providing telecommunications and Internet access services ("WAN Services") to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Facilities and WAN Services to the District.

C. The District has received all approvals required by it to enter into this Agreement, under which UPN will lease WAN Facilities and provide WAN Services to the District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and UPN agree as follows:

1. WAN Facilities and WAN Services. UPN agrees to lease the WAN Facilities to District, and to provide the WAN Services to District, in accordance with the terms of this Agreement. The WAN Facilities and WAN Services are more fully described in Schedule A attached hereto. For clarity, the WAN Facilities are owned by UPN, the WAN Facilities will continue to be owned by UPN following the expiration or termination of this Agreement, and the District has no option or other right to purchase or otherwise acquire the WAN Facilities from UPN. The Parties intend that this Agreement shall operate as a "lease", as defined by Missouri law. Nothing in this Agreement shall be construed to result in the transfer of title to any part of the WAN Facilities to District or in the creation of a "security interest" within the meaning of Missouri law. District disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by UPN as a fixture on to the real property of the District. District shall keep UPN's WAN Facilities free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the WAN Facilities by District. District's use of the WAN shall be limited to District. District may not assign, lease, or allow any other party the right to use the WAN Facilities without UPN's express consent. Any other use shall constitute a refusal to perform a material obligation under Paragraph 11(a) and shall be grounds for UPN to terminate for cause.

2. Term. This Agreement will have a term of ten (10) years that is structured as a one (1) year contract with nine (9) one (1) year renewals, commencing with the date on which UPN first provides the WAN Services hereunder, to be confirmed by UPN with a Service

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Commencement Letter as outlined in Section 6(m), unless earlier terminated in accordance with Section 11 below. The Maturity Date of this Agreement shall be ten (10) years from the date of the aforementioned Service Commencement Letter. This Agreement can be extended upon mutual agreement of UPN and the District.

3. E-Rate Program. If requested by the District, UPN will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities and the WAN Services. However, notwithstanding the foregoing, the participation of the District in the E-Rate Program is not a condition to either party's obligations under this Agreement.

4. Change Orders. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by UPN to the District, will be set forth in a change order or other document signed by both the District and UPN.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of the District adding locations as well as service upgrades during the course of this Agreement. The District seeks to upgrade these services and add these locations on terms similar to those that were the basis of this Agreement. If the District elects to add future sites or upgrade services during the term of this Agreement, they will be noted in an Addendum to this contract. All future sites and upgrades will have a term that is coterminous with the original term selected by the District in Schedule C of this Agreement. The District and UPN shall work together to agree on a payment schedule for the additional locations and/or upgrades and these terms will be codified in the subsequent Addendum.

6. Delivery and Installation. UPN will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the District agrees to provide UPN with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by UPN, provided that such access must be scheduled with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any installation work at any District facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, UPN may substitute materials or components of equivalent or superior functionality and performance.

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(c) Site Preparation. Prior to the installation of WAN Facilities, the District will clean and otherwise prepare all installation sites, and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. UPN will remove from installation sites all debris resulting from the installation of WAN Facilities, including as appropriate by moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.

(e) Landscaping. UPN will restore all landscaping disturbed the UPN's installation, maintenance, or removal activities. The District will be responsible for landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, UPN may install, configure, and maintain such facilities and components, subject to UPN's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by UPN and agreed to by the District, the District will reimburse UPN for any corresponding extra costs incurred by UPN to address those requirements, needs, or characteristics.

(h) Planning. Appropriate representatives of UPN and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(i) Deviations. If, prior to or during the installation process, UPN, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that UPN reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

(j) Timeline. UPN and the District agree to the installation and configuration timeline set forth in Schedule B attached hereto. The District agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the District or otherwise resulting from circumstances beyond UPN's control.

(k) Maintenance. UPN is responsible for maintaining the WAN Facilities. The District agrees to provide UPN with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by UPN,

Initial _____

provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any maintenance work at any District facility.

(l) Manuals. Where relevant, UPN will furnish to the District with applicable manuals and instruction documentation provided by manufacturers and vendors.

(m) Service Commencement Letter. Upon completion of the installation, the Customer will receive a Service Commencement Letter from UPN that states the fiber has been tested and is operational. This letter serves as a final confirmation of completed services.

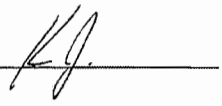
7. Fees and Payment. The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto, and otherwise in accordance with Schedule C and this Section 7.

(a) Partial Fees. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule C, or if Schedule C does not specify a payment date, then no later than thirty (30) days following the receipt by the District of an invoice from UPN. If any part of a lease payment or other payment obligation of District is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month on the outstanding balance (18% per annum) or (ii) if less, the maximum late payment charge permissible under applicable law. District understands that the Term of this Agreement is non-cancelable, and, therefore, District's obligation to make lease payments continues throughout the Term, regardless of District's actual usage of the WAN.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed, or UPN provides any additional services to the District, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees, or similar liabilities charged to or against UPN or the District because of the services furnished by UPN shall be assessed to and paid by the District. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.

Initial 

(e) Billing Method. Until the District receives its FCDL, UPN will invoice under the Billed Entity Applicant Reimbursement Method ("BEAR Method") (the total amount before applying the District's USAC discount). Upon the District's receipt and notification to UPN of the issuance of its FCDL, UPN will send a Billing Method Option letter included with the District's billing statement that will allow the District to choose its preferred method of billing. If the District fails to return the Billing Method Option letter, UPN will continue to bill the District under the BEAR Method.

8. District Agreements and Acknowledgements. The District agrees as follows:

(a) Adequacy of WAN Services. The District acknowledges that the WAN Facilities and the WAN Services, as described in Schedule A, meet the District's requirements.

(b) Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

(c) Compliance with Law. UPN and District agree that UPN's WAN shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. District and UPN agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

(d) District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

(e) Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities.

(f) Authority; Non-Violation. The District represents and warrants that (i) this Agreement has been duly authorized, executed, an delivered by the District, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

(g) Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate

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coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name UPN as an additional insured, (ii) to be endorsed to require at least 30 days' notice to UPN prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against UPN. Upon request by UPN, the District agrees to provide proof of insurance meeting the requirements of this Section 8(g).

(h) Intrastate Traffic. The District acknowledges and certifies that for the duration of this Agreement Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network that has been provided by UPN.

9. UPN Warranties and Disclaimers. Subject in all cases to Section 17(i) below, UPN agrees as follows:

(a) Compliance with Law. UPN represents and warrants that it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services.

(b) Authority; Non-Violation. UPN represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by UPN, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of UPN or any agreement or instrument to which UPN is a party or by which UPN is bound.

(c) Non-WAN Facilities and Services. UPN makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, UPN agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee.

(d) WAN Facility Testing. UPN will verify in writing that all WAN Facilities are in good working order at the time of initial installation.

(e) Disclaimer. UPN MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE WAN, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTIBILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of system equipment or services shall relieve District of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

Initial _____

10. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without UPN's prior written consent. Unless agreed to in writing by UPN, UPN has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the District. If UPN provides any maintenance or other services in respect of any such alterations or attachments, UPN will provide such services subject to its standard charges, terms, and conditions. UPN is not responsible for any malfunction, non-performance, or performances degradation of the WAN Facilities, or any inability of UPN to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District. The District is solely responsible for, and agrees to indemnify UPN against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

11. Termination. Either party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By UPN. As it relates to termination by UPN, "for cause" means (i) the District's failure or refusal to make any payment due to UPN hereunder within 10 days after the District receives written notice from UPN of such failure or refusal, (ii) the District's continuing failure or refusal to perform any other material obligation under this Agreement, subject to a reasonable cure period, or (iii) willful misconduct, embezzlement, or other illegal or unethical acts by the District.

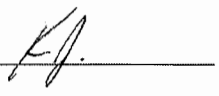
(b) By the District. As it relates to termination by the District, "for cause" means (i) UPN's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by UPN.

Notwithstanding any other provision herein, this contract shall terminate absolutely on behalf of the District at the close of each fiscal year in which it was executed or renewed by mutual ratification pursuant to 70 Oklahoma Statutes § 5-117(B). If the District does not intend to ratify this Agreement, the District shall provide thirty (30) days written notice to UPN prior to the end of each such fiscal year.

This contract shall be deemed to obligate the District for the sums payable during the fiscal year of execution and during the fiscal years renewed by mutual ratification.

For clarity, upon the termination of this Agreement for cause by UPN under Section 11(a) above, UPN will be entitled to recover as damages all fees that would have been payable to UPN under this Agreement for its full term (i.e., assuming this Agreement had not been terminated early).

12. Effect of Termination or Expiration Upon the termination or expiration of this Agreement, UPN will have the right to remove any WAN Facilities located at facilities under the District's control, and the parties agree to cooperate in effecting any such removal by UPN, as UPN may reasonably direct.

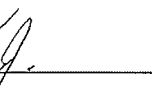
Initial 

13. Confidential Information. Each party acknowledges (a) that it will have access to confidential information of the other party, (b) that such information constitutes valuable, special, and unique property of the other party, and (c) that no right or license is granted to such party with respect to such information, except as specifically set forth in this Agreement. Each party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other party, or upon the termination or expiration of this Agreement, each party agrees to return or destroy any confidential information of the other party in its possession. The parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The parties agree that this Section 13 will survive the termination or expiration of this Agreement.

14. Independent Contractor Status. In the performance of its duties under this Agreement, UPN occupies the position of an independent contractor with respect to the District. Nothing contained herein may be construed as making the parties hereto partners or joint venturers, or creating a principal and agent relationship. UPN has no authority to create any obligation or responsibility on behalf of, or in the name of, the District, or otherwise to bind the District in any way.

15. Notices. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as follows:

If to UPN:	Unite Private Networks, LLC Attn: Legal P.O. Box 25526 Kansas City, MO 64119 Fax: (816) 903-9401
If by overnight carrier:	Unite Private Networks, LLC Attn: Matthew Van Hoesen 950 W. 92 Highway, Suite 203

Initial 

Kearney, MO 64060
Fax: (816) 903-9401

If to the District: Barry Beauchamp
Superintendent
Lawton Public Schools
753 Fort Sill Boulevard
Lawton, OK 73507

Copy to:

All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number for purposes of this Section 15 by giving notice to the other party in accordance with this Section 15.

16. Force Majeure. Neither party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

17. Miscellaneous.

(a) Waivers. Any failure or delay by either party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either party of any right or remedy under this Agreement must be in writing and signed by the party waiving the right or remedy.

(b) Governing Law. The laws of the state of Missouri govern this Agreement, without regard to conflicts of law principles. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the state of Oklahoma regardless of the appropriateness of any other jurisdiction. The Parties agree that any claims, actions, disputes or controversies of any kind arising out of this Agreement or the circumstances and events giving rise to this Agreement shall be adjudicated in the State District Courts of the state of Oklahoma, or the United States District Court for the state of Oklahoma.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject

Initial KJ

matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both parties.

(e) Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, UPN may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of UPN's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. UPN will not be liable to the other party for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable by either party.

(j) Construction. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

(k) Delivery by Facsimile Transmission. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement (i) the subject-matter or portion(s) of the Agreement ruled invalid or unenforceable and all necessarily-related provisions shall be addressed by the parties via an amendment ("Amendment") that shall substitute valid and enforceable provisions; and (ii) it will not

Initial _____

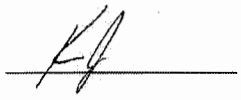
affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the Amendment. In the event the parties cannot reach a mutually acceptable Amendment within 30 days of the final ruling of the highest court to which the matter is taken, the Agreement shall terminate retroactively as of the date of the last court's decision or as otherwise directed by the court.

(m) Waiver of Jury Trial. Each party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under the Missouri Statute of Limitations.

(o) Dispute Resolution. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.

[Signature Page Follows]

Initial 

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Unite Private Networks, LLC

Name: Matthew Van Hoesen
Title: Chief Financial Officer/General Counsel

Lawton Public Schools

Name: KENT JESTER
Title: PRESIDENT, LAWTON BOARD OF EDUCATION

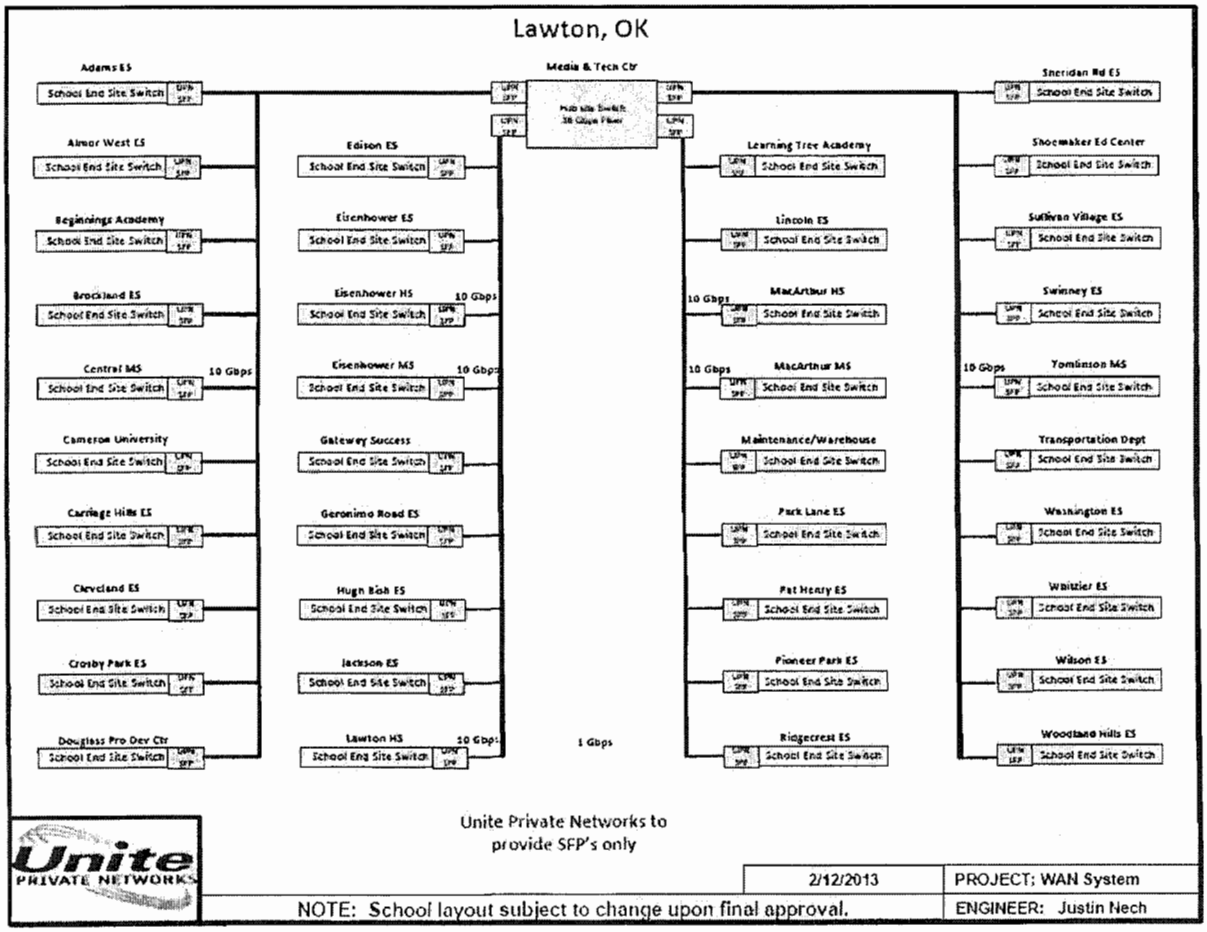
Initial K.J.

Schedule A – WAN Facilities and WAN Services

WAN Facilities:

Digital transmission service provided by single mode fiber optic links to all schools as noted in the WAN Services section on page 15 and page 16. Each facility will have a transmission speed of either 1 Gigabit or 10 Gigabit as identified under WAN Services. UPN will provide SFPs at each of the school end point sites and at the District hub site as noted in the Logical Network Design below.

Logical Network Design:



WAN Services:

1 Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations (see map below):

	School Name	Street	City	State	Zip Code
HUB	Instructional Media / Technology Ctr	753 Fort Sill Blvd.	LAWTON	OK	73507
Remote 1	ADAMS ES	3501 NW FERRIS AVE	LAWTON	OK	73505
Remote 2	ALMOR WEST ES	6902 SW DELTA AVE	LAWTON	OK	73505
Remote 3	BEGINNINGS ACADEMY	501 NW Woodridge Dr.	LAWTON	OK	73507
Remote 4	BROCKLAND ES	6205 NW FERRIS AVE	LAWTON	OK	73505
Remote 5	CARRIAGE HILLS ES	215 SE WARWICK WAY	LAWTON	OK	73501
Remote 6	CLEVELAND ES	1202 SW 27TH ST	LAWTON	OK	73505
Remote 7	CROSBY PARK ES	1602 NW HORTON BLVD	LAWTON	OK	73505
Remote 8	DOUGLASS LEARNING CTR	102 E GORE BLVD	LAWTON	OK	73501
Remote 9	EDISON ES	5801 NW COLUMBIA AVE	LAWTON	OK	73505
Remote 10	EISENHOWER ES	315 SW 52ND ST	LAWTON	OK	73505
Remote 11	Gateway Success Ctr	1701 NW Taft	LAWTON	OK	73507
Remote 12	GERONIMO ROAD ES	5727 GERONIMO RD	FORT SILL	OK	73503
Remote 13	HUGH BISH ES	5611 NW ALAN A DALE LN	LAWTON	OK	73505
Remote 14	JACKSON ES	2102 NW LINDY AVE	LAWTON	OK	73505
Remote 15	LEARNING TREE ACADEMY	1908 NW 38TH ST	LAWTON	OK	73505
Remote 16	LINCOLN ES	601 SW PARK AVE	LAWTON	OK	73501
Remote 17	PARK LANE ES	4912 SE AVALON	LAWTON	OK	73501
Remote 18	PAT HENRY ES	1401 NW BESSIE AVE	LAWTON	OK	73507
Remote 19	PIONEER PARK ES	3005 NE ANGUS PL	LAWTON	OK	73507
Remote 20	RIDGECREST ES	1614 NW 47TH ST	LAWTON	OK	73505
Remote 21	SHERIDAN ROAD ES	6500 SHERIDAN RD	FORT SILL	OK	73503
Remote 22	SULLIVAN VILLAGE ES	3802 SE ELMHURST LN	LAWTON	OK	73501
Remote 23	SWINNEY ES	1431 NW 23RD ST	LAWTON	OK	73505
Remote 24	WASHINGTON ES	805 NW COLUMBIA AVE	LAWTON	OK	73507
Remote 25	WHITTIER ES	1115 NW LAIRD AVE	LAWTON	OK	73507
Remote 26	WILSON ES	102 NW 17TH ST	LAWTON	OK	73507
Remote 27	WOODLAND HILLS ES	405 NW WOODLAND DR	LAWTON	OK	73505
Remote 28	Shoemaker Education Center	753 Fort Sill Blvd.	LAWTON	OK	73507
Remote 29	Transportation Department	1101 SW 17th Street	LAWTON	OK	73505
Remote 30	Maintenance / Warehouse	1901 W. Lee Blvd.	LAWTON	OK	73505
Remote 31	Cameron University	2800 West Gore Blvd.	LAWTON	OK	73507

10 Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations (see map below):

	School Name	Street	City	State	Zip Code
Remote 32	CENTRAL MS	1201 NW FORT SILL BLVD	LAWTON	OK	73507
Remote 33	EISENHOWER HS	5202 W GORE BLVD	LAWTON	OK	73505
Remote 34	EISENHOWER MS	5702 W GORE BLVD	LAWTON	OK	73505
Remote 35	LAWTON HS	601 NW FORT SILL BLVD	LAWTON	OK	73507
Remote 36	MACARTHUR HS	4402 E GORE BLVD	LAWTON	OK	73501
Remote 37	MACARTHUR MS	510 NE 45TH ST	LAWTON	OK	73507

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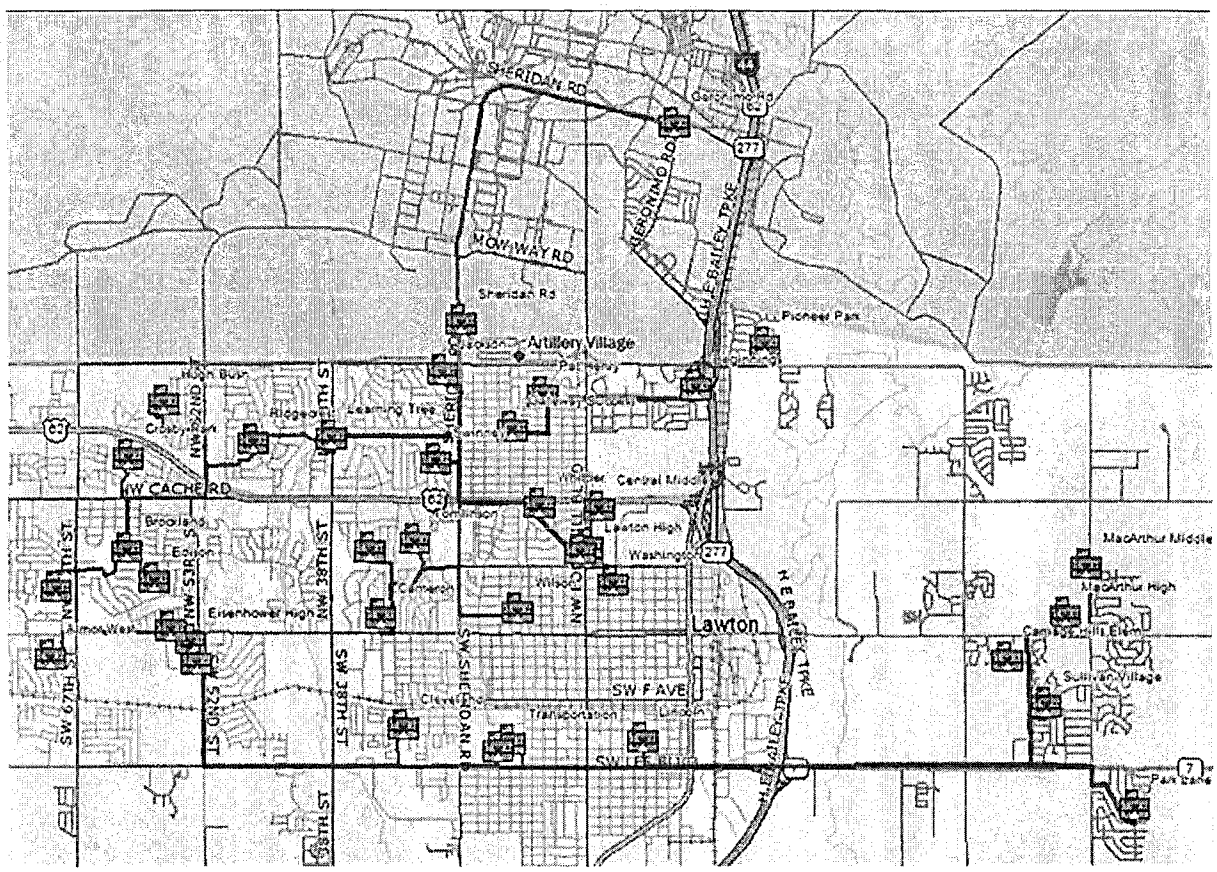
Remote 38	TOMLINSON MS	702 NW HOMESTEAD DR	LAWTON	OK	73505



Fiber routes are subject to change.

Schedule B – Installation Timeline

Anticipated delivery of service shall occur approximately one hundred and twenty (120) days after receiving written notification from the District of the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project.

Initial KJ.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees

None

Monthly Fees

Monthly lease payments of $48,945 for a period of one hundred and twenty (120) months beginning upon the delivery of service which shall be confirmed by a Service Commencement Letter as noted in Section 6(m).

Other Fees

All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless exempt per Section 7(d) of this Agreement.

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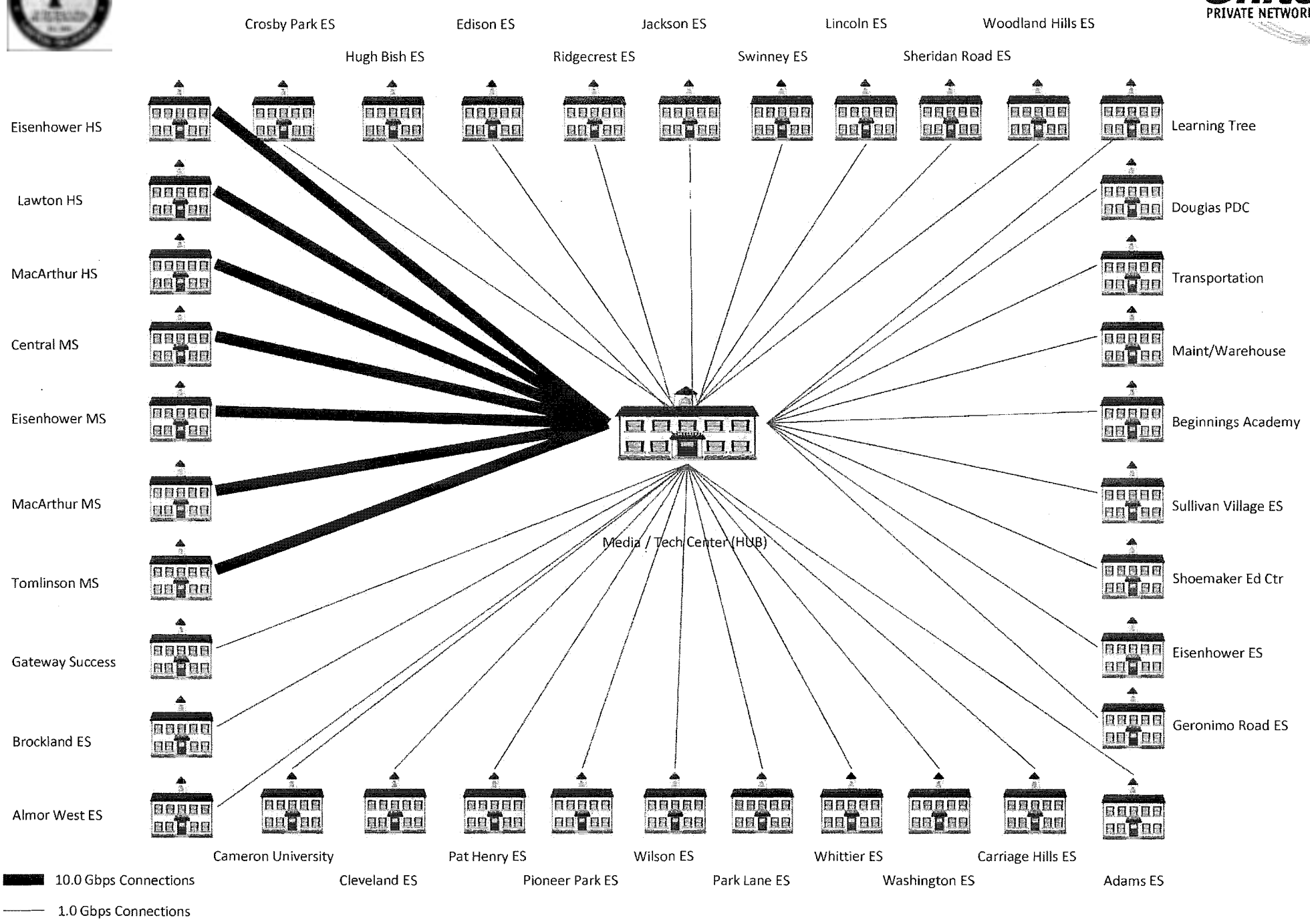
Private Fiber Optic Wide Area Network



BOARD APPROVED

MAY 16 2019

LAWTON PUBLIC SCHOOLS

Cameron Hub

Fourth Statement of Understanding relating to the Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC

7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

Lawton Public Schools

753 Fort Sill Boulevard
Lawton, OK 73507

NS 20783

Dated May 16, **2019**

Statement of Understanding relating to the
Wide Area Network Leasing and Services Agreement

This Statement of Understanding relates to the Wide Area Network Leasing and Services Agreement dated March 11, 2013 (the "Agreement") by and between LAWTON PUBLIC SCHOOL District (the "District") and Unite Private Networks, LLC ("UPN") (collectively, the "Parties").

Recitals

A. UPN is in the business of leasing and providing WAN Services ("WAN Services") and WAN Facilities ("WAN Facilities") to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Services and WAN Facilities to the District.

C. In order to accommodate the District's request to upgrade the bandwidth at its Cameron University location (the "*Cameron Upgrade*"), the Parties have elected to exercise an option under the Agreement as described in more detail below.

D. The District has received all approvals required by it to enter into the Agreement and this Statement of Understanding, under which UPN will lease and provide WAN Services and WAN Facilities to the District as described below and in the Agreement.

Statement of Understanding

Section 4 of the Agreement contemplates changes to the WAN Facilities and WAN Services and reads, in part, as follows: "Any changes in the WAN Facilities or the WAN Services...will be set forth in a change order or other document signed by both the District and UPN."

Section 5 of the Agreement specifically contemplates upgrades and reads, in part, as follows: "...If the District elects to add future sites or upgrade services during the term of this Agreement, they will be noted in an Addendum to this contract. All future sites and upgrades will have a term that is coterminous with the original term selected by the District in Schedule C of this Agreement..."

As such, the parties wish to add the following information to Schedules A through C of the Agreement:

Schedule A – WAN Facilities and WAN Services

Cameron Upgrade

UPN will provide a transmission speed of ten (10) gigabits/second over single mode fiber optic links to the school locations noted below:

A Location	Z Location
Site Name: Instructional Media/Tech Ctr (Hub)	**Site Name:** Cameron University (Remote 31)
Address: 753 Fort Sill Boulevard	**Address:** 2800 West Gore Blvd.
Lawton, OK 73507	Lawton, OK 73507

Schedule B – Installation Timeline

Cameron Upgrade

Anticipated completion of the *Cameron Upgrade* shall occur on the later of (i) approximately July 1, 2019, or (ii) approximately thirty (30) days after the full execution of the Statement of Understanding.

Schedule C – Fees and Payment Schedule

Cameron Upgrade

Installation or Other Up-Front Fees
None

Monthly Fees
Upon completion of the *Cameron Upgrade*, the District's monthly lease payments under the Agreement will increase by $200, which will continue for the remainder of the Agreement.

By signing, the undersigned hereby warrants:

- **that they are authorized agents of UPN and the District respectively;**
- **that they have the authority to enter into this Statement of Understanding on behalf of the parties to the original Agreement; and**
- **that they bind the parties to this Statement of Understanding and to the terms contained herein.**

Both parties agree that this contains the entire Statement of Understanding between UPN and the District about the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Statement of Understanding shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Statement of Understanding.

We make this Statement of Understanding under the laws of the State of Oklahoma. We both agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this Statement of Understanding shall be held invalid or unlawful

for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement or this Statement of Understanding.

IN WITNESS WHEREOF, this Statement of Understanding has been executed by a duly authorized representative of each Party as of the day and year first written above.

Unite Private Networks, LLC

_____

_____

Print Name & Title

_____

Date

Lawton Public Schools

Carla Clodfelter

CARLA CLODFELTER, PRESIDENT
LAWTON PUBLIC SCHOOLS

Print Name & Title

5/16/19

Date

Example for all VoAg teachers.

BOARD APPROVED

OCT 2 2 2018

LAWTON PUBLIC SCHOOLS

LEASE

THIS LEASE made and entered into effective August 29, 2018 by and between PETER DEMPSEY, hereinafter referred to as "LESSOR" and Independent School District No. 8, Comanche County, Oklahoma, also known as Lawton Public Schools, hereinafter referred to as "LESSEE" or "LPS": 6-27-19

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Lease. LESSOR hereby leases to LESSEE the motor vehicle owned by LESSOR described as:

2018 DODGE RAM PICK-UP VIN: 3C6UR5CL1JG276430

This lease shall be in effect only during such periods of time that LESSOR is using this motor vehicle within the scope of employment in the performance of duties as a vocational agricultural instructor for the Lawton Public Schools "LPS". LPS has determined that the leasing of LESSOR's motor vehicle during the time specified above is the most appropriate way to provide LESSOR with the motor vehicle needed to perform duties for LPS.

2. Term of Lease. The initial term of this lease will be from August 29, 2018 through June 30, 2019. This lease may be renewed for successive periods of one (1) year each at the option of LESSEE. LESSEE shall notify LESSOR in writing by July 1, of each succeeding year that said option has been exercised. In the event no notice is given this agreement shall continue on a month to month basis until LESSEE notifies LESSOR that lease is terminated.

3. Rental. LESSEE agrees to pay to LESSOR the sum of $400.00 for the months of July, August, and September. Starting October 1, 2009, LESSOR will receive the sum of $600.00 plus $100.00 (fuel cost to be reviewed annually) per month during the term of this lease. (The fuel allotment will be paid by the grant.)

4. Maintenance. LESSOR shall be responsible for keeping the leased vehicle in a good state of repair and shall be responsible for all maintenance costs and for the cost of all fuel, oil and any other expenses associated with the use and maintenance of said vehicle.

5. Insurance. LESSOR shall at all times maintain bodily injury liability and property damage insurance in minimum limits of at least $500,000.00 single limits or $250,000.00/$500,000.00 split limits for bodily injury and $100,000.00 property damage. LESSOR agrees to provide annual proof of such insurance to LESSEE. LESSEE shall be named as an additional

insured on said policy. LESSOR consents to LPS including the leased vehicle as insured property on LPS's liability insurance policy only during such times as LESSOR is using said vehicle in the scope of employment with LPS.

6. Indemnity. LESSOR shall indemnify LESSEE against, and hold LESSEE harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of or resulting from use of the vehicle by LESSOR for personal reasons.

7. Personal Use. The parties acknowledge that the LESSOR will use the leased vehicle for personal reasons when the vehicle is not being used in the scope of employment with LPS. The parties agree that this lease applies only to the time during which the LESSOR is using the leased vehicle in the scope of employment with LPS. The LESSOR is responsible for maintaining any mileage records or other records needed to separate personal usage for income tax or any other purpose.

8. Conditions of use. The LESSOR agrees as follows:

a. LESSOR will not allow anyone else to operate the leased vehicle while it is being used for school purposes in the course of employment by LPS.
b. LESSOR will operate the vehicle in a safe manner, and will obey all relevant traffic regulations.
c. LESSOR will be responsible for the care of the leased vehicle at all times.
d. LESSOR will not use the leased vehicle illegally, improperly, for hire, or as a public conveyance.
e. LESSOR will keep the vehicle properly registered with the State of Oklahoma and timely renew the license tag.
f. LESSOR will not store or allow to be stored in the leased vehicle, while it is being used for school purposes in the course of employment, any item that is not to be on school premises including alcohol, tobacco products or weapons.
g. LESSOR will maintain a valid current Oklahoma driver's license.

9. Termination. This agreement may be terminated upon the occurrence of any of the following conditions:

a. In the event LESSOR defaults or fails to comply with any of the terms of this lease.
b. The cessation of LESSOR's employment with LPS.
c. In the opinion of LPS the vehicle becomes unsafe or otherwise inappropriate to use for school purposes for any reason.

Executed this 22nd day of ~~September~~ October 2018.

LESSOR:	LESSEE:
Print Name: PETER DEMPSEY	LAWTON PUBLIC SCHOOLS
_____ Signature	By _____ President, Lawton Board of Education

fidelity COMMUNICATIONS

BOARD APPROVED

APR 16 2020

LAWTON PUBLIC SCHOOLS

Fidelity Communications
Contract for Service

This contract made this day, April 16, 2020, between the service-providing entity identified for each applicable service as set forth in the below chart (with respect to such service, **"Fidelity"**) and Lawton Public School District (**"Customer"**) is as follows:

Fidelity agrees to install the following service(s):

Service	Contract Term (months) commencing on service start date	Quantity	Total Monthly Recurring Charges	Non-Recurring Charges	Fidelity Service-Providing Entity
Business Lines	24	50	$1,000.00		Fidelity Cablevision, LLC
Long Distance - $.05 per minute	24	50	$0.00	Usage Dependent	Fidelity Cablevision, LLC

1. This contract is effective on the date hereof and remains in effect with respect to each applicable service for the minimum contract term as shown above, commencing upon following installation of the services, and thereafter until terminated.
2. Customer agrees to accept and pay for such service and equipment and for any additional service and equipment or modifications thereof as may later be agreed upon to be installed at the rates established by Fidelity and stated above. Customer further agrees to the rules and regulations set forth in this contract and to any change in the rules, regulations, tariffs or rates for the service furnished hereunder. If a conflict between this contract for service and the tariff occurs, that tariff will govern in all instances.
3. In the event this contract is terminated by action of customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, customer agrees to pay Fidelity either the costs incurred by Fidelity in connection with the engineering, manufacturing, or installing of said equipment, facilities or services as set forth in the tariffs of Fidelity or this agreement, or the charges for the minimum period of the service ordered by the customer as provided in the tariffs of Fidelity or this agreement, plus the full amount of any termination charges applicable. Such charges shall be billed by Fidelity to customer and shall be paid within 90 days of receipt thereof.
4. The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns, and successors in interest.
5. **30-Day Satisfaction Guarantee.** In the event Customer is dissatisfied due to lack of performance of the Service during the first thirty (30) days following installation, Customer may terminate such service for convenience upon notice to Fidelity and return of all equipment within such thirty (30) day period, without further liability or obligation (including without limitation any early termination fee, activation charge or other non-recurring charge), subject only to payment of all monthly recurring charges for Services rendered through the effective date of termination, and all applicable charges for lost or damaged equipment.

Customer Name: Lawton Public School District

Customer Service Address: All Locations Plus New Location of 5502 W. Gore Blvd. EMS

Customer Billing Address: 753 Fort Sill Blvd. Lawton OK 73507

Customer Requested Install Date: _____

Service Request Acknowledged for Each Service-Providing Entity

By: _____

Name: Barbara Ryans

Title: Business Solutions Consultant

Date: _____

Service Requested for Named Above Aforementioned Customer

Signature: Carla Clodfelter

Name: CARLA CLODFELTER

Title: PRESIDENT
LAWTON BOARD OF EDUCATION

Date: _____

TERMS AND CONDITIONS FOR SERVICE

1. **Payment**
   a) Nonrecurring charges, including any agreed upon installation or construction costs, will be invoiced on the first billing cycle. Recurring charges shall be due within thirty (30) days of the date of the invoice; billing shall commence upon installation. Any amount not received by the due date shown on invoicing will be subject to Fidelity's standard late charge of $9.50 per month.
   b) Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state, and Federal Taxes or charges, imposed on or based upon the provision, sales or use of the Services provided. Taxes will be separately stated on Customer's invoice.
   c) Fidelity reserves the right to modify the services and rates set forth herein. In the event any such modification has a materially adverse impact upon Customer, and Fidelity does not effect revisions that remedy such impact within 30 days after written notice from Customer, then Customer may, as its sole remedy, terminate the affected service(s) without any early termination liability provided that Customer serves a written notice of termination on Fidelity not more than 90 days following the date Fidelity implemented the modification.
   d) To dispute a charge on an invoice, Customer must, within thirty (30) days after the date of the invoice, provide to Fidelity a full written explanation of the basis for the dispute. Charges not disputed within such thirty (30) day period shall be deemed conclusively correct and binding upon Customer. Notwithstanding the foregoing, Customer shall not withhold payment of a charge subject to a good faith dispute unless: (a) Customer submits the billing dispute within thirty (30) days after the date of the invoice; (b) Customer timely pays the undisputed portion of all charges; and (c) Customer cooperates with Fidelity's efforts to investigate and resolve the dispute. If Fidelity determines a disputed charge was billed in error, Fidelity shall issue a credit to reverse the amount incorrectly billed. If Fidelity determines a disputed charge was billed correctly, payment shall be due from Customer upon the earlier of the due date of Customer's next invoice from Fidelity or within five (5) days after Fidelity advises Customer such disputed amounts are correct and valid.

2. **Use**
   Customer may use the Service for any lawful purpose for which it is intended, provided that Customer will not use the Service so as to interfere with or impair service or over any of the facilities and associated equipment comprising the Fidelity fiber optic cable network and associated equipment, or to impair the privacy of any communications over the fiber optic facilities and associated equipment of Fidelity. Customer agrees to abide by Fidelity's Acceptable Use Policy as updated from time to time, a copy of which is available at http://www.fidelitycommunications.com/legal/aup.
   Customer is expressly prohibited from any resale or subdistribution of the Service(s), in whole or in part, to any third party. Such prohibition includes without limitation granting any third access to the Services, or using the Services to provide other services similar to or in competition with Fidelity.

3. **Service Date: Term**
   a) Fidelity shall use reasonable effort to make Services available by estimated service date. Fidelity shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, and delays in actual construction work. If Customer is not ready to accept Fidelity's Services 30 days after the specified service date, Fidelity shall commence billing.
   b) After the term of this contract, if Customer has not given Fidelity 90 day's prior written notice of intent to disconnect, the Contract will be renewed on a month-to-month basis, and Customer or Fidelity may then disconnect upon 30 days written notice.

4. **Customer Responsibilities**
   a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Fidelity authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Fidelity. Fidelity shall also have the right to obtain access to its cable installed in Customer-provided conduit (if necessary) at any splice or junction box.
   b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power – Customer shall provide the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Fidelity. The space, conduit, and power must be made available to Fidelity on a timely basis. Customer shall be responsible for ensuring that the equipment space and associated facilities, conduit and right of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty and the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
   c) Government Authorizations – Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to receive Service and comply with its obligations under this contract.

TERMS AND CONDITIONS FOR SERVICE

5. Equipment

a) Title – Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Fidelity hereunder shall, at all times, remain exclusive with Fidelity. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Fidelity shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.

b) Maintenance – Fidelity shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefore. There are no additional charges for Fidelity maintenance services. However, Fidelity shall have no responsibility for the maintenance and repair of facilities and equipment, which it does not furnish, and Fidelity may assess Customer its standard charge for false call outs.

6. Default

If customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fail to comply with any material provision of this contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, the Fidelity, at its sole option, may elect to pursue one or more of the following courses of action: either 1) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly and other charges thereunder or hereunder shall become immediately due and payable, 2) take appropriate action to enforce payment, including suspension of all or any part of the Service and/or 3) pursue any other remedies as may be provided at law or in equity.

7. Limitations of Liability

a) Liability for Service Interruptions – To the extent that any party or portions of the Service is unavailable, interrupted, degraded, or otherwise unsatisfactory for any reason, Fidelity and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as noted in the Dedicated Service Level Agreement. The Service is provided on an "as is", "as available" basis, without any representation or warranty whatsoever including but not limited to those of merchantability or fitness for a particular purpose.

b) Liability for Damages to Property – Fidelity shall not be liable for any damage whatsoever to Property at any Customer premises resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Fidelity's willful misconduct or gross negligence.

c) Liability for Service and Equipment Not Provided by Fidelity – Fidelity shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish or for an act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.

d) Liability of Force Majeure Events – Fidelity shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cuts, denial of service attack, governmental order, riot, insurrection, strike, lockout, condemnation, or loss of rights-of-way.

e) Liability for Negligence or Fault of Customer – Fidelity shall not be liable for any interruptions or damages due to the fault of negligence of Customer or due to failure or malfunction of Customer-provided equipment or facilities.

f) Liability Regarding Governmental Authorization – Fidelity shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Fidelity shall be entitled to take, and shall have not liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Fidelity as part of such compliance.

g) No Special Damages; Overall Cap on Liability – In no event shall Fidelity be liable for special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract. Fidelity's liability under any circumstances is limited to the current month's service charge.

h) Fraudulent Use of Services - Customer is responsible for all Service charges, even if incurred as the result of fraudulent or unauthorized use of Service, except Customer shall not be responsible for fraudulent or unauthorized use by Fidelity or its employees. In the event Fidelity discovers fraudulent or unauthorized use of Service being made (or reasonably believes such use is being made), Fidelity may take any action that Fidelity reasonably deems necessary to prevent such fraudulent or unauthorized use of Service, including without limitation, denying Services to particular telephone numbers or terminating Services to or from specific locations.

8. Termination

Fidelity may terminate this Contract without liability and Customers payment obligation will be apportioned if: a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain; or b) the

TERMS AND CONDITIONS FOR SERVICE

facilities shall, in Fidelity's judgment, be made inoperable and beyond economically or technologically feasible repair. c) Customer may terminate this Contract in whole or in party only by cancelling all or any portion of the facilities described herein by providing Fidelity thirty (30) day advance written notice of cancellation. In such case, Customer shall pay to Fidelity all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge equal to 100% of the remaining contract term.

9. Indemnification

Fidelity and its subsidiaries, affiliates, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings expenses, losses, liabilities, or damages (collectively "Claim") arising from the use of Service pursuant to this Contract, including without limitation: a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Service, b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Service, c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with Services made available to Customer under the terms of this Contract. Customer agrees to defend Fidelity against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damaged awarded or resulting from any such claim.

10. Assignment

Neither party may assign or otherwise transfer this agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however: (i) Fidelity may delegate its obligations under this agreement to its affiliates and subcontractors; and (ii) either party may assign this agreement to a successor in interest in connection with its merger, acquisition, corporate reorganization, or sale or transfer of all or substantially all of its business or assets to which this Contract relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and of no effect.

11. Warranties

There are no agreements, warranties, or representation, expressed or implied whether in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular purpose or use, except those expressly set forth herein.

12. Miscellaneous

This contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon parties' respective successors and assigns and constitutes the entire agreement between Fidelity and Customer.

13. Regulatory Jurisdiction

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order decision,
or tariff of any state or federal agency having regulatory jurisdiction of Fidelity, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

14. Jurisdiction

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

15. Chronic Outage

As its sole remedy, Customer may elect to terminate a Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service experiences an Outage on three (3) or more separate occasions of more than twelve (12) hours each in any calendar month OR for more than twenty-four (24) hours in the aggregate in any calendar month. An "Outage" exists if the primary port is completely unable to send or receive traffic. An outage is an "Excused Outage" to the extent attributable, in whole or in part, to Customer's or a third party's acts or omissions, scheduled maintenance, a force majeure event or any other event beyond the control of Fidelity. The termination right must be exercised within 30 days of the events giving rise to it.

16. Counterparts; Facsimile

This Agreement and any amendment hereto may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile or electronic PDF, which shall have the same effect as an original signature.

BOARD APPROVED

AUG 16 2012

LAWTON PUBLIC SCHOOLS

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

LEASE NO. DACA56-1-12-0017

DEPARTMENT OF THE ARMY LEASE

US ARMY FIELD ARTILERY CENTER AND FORT SILL

COMANCHE COUNTY, OKLAHOMA

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **BOARD OF EDUCATION OF LAWTON PUBLIC SCHOOLS,** a public school district created by and existing under the laws of the State of Oklahoma, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by the authority of **Title 10, United States Code, Section 2667**, and for the consideration hereinafter set forth, hereby leases to the Lessee the land on which the Geronimo Road Elementary School resides, identified in **Exhibit A,** attached hereto and made a part hereof, hereinafter referred to as the premises, for school purposes.

THIS LEASE is granted subject to the following conditions:

1. **TERM**

Said premises are hereby leased for a term of **TWENTY-FIVE (25) years, beginning 1 September 2012 and ending 31 August 2037,** but revocable at will by the Secretary.

2. **CONSIDERATION**

The Lessee shall pay rental in advance to the United States in the amount of **ONE DOLLAR ($1.00),** payable in full for the term the receipt of which is hereby acknowledged.

3. **NOTICES**

All correspondence and notices to be given pursuant to this Lease shall be addressed, if to the Lessee, to **Superintendant of Schools, Lawton Public School, P.O. Box 1009, Lawton, OK 73502-1009**; and, if to the United States, to the **District Engineer, Attention: Chief, Real Estate Division, Tulsa District U.S. Army Corps of Engineers, 1645 South 101st East Avenue, Tulsa, OK 74128**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "Said Officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessee, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Tulsa District, hereinafter referred to as Said Officer, and to such rules and regulations as may be prescribed from time to time by Said Officer.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee and sublessees shall comply with all applicable Federal, state, and local laws, regulations, and standards that are or may become applicable to the Lessee's or sublessee's activities on the Leased Premises.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

8. TRANSFERS, ASSIGNMENTS, SUBLEASES

The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease without prior written consent of the Government, such consent shall not be unreasonably withheld or delayed. Failure to comply with this condition shall constitute a noncompliance for which the Lease may be revoked immediately by Said Officer.

9. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the officer having jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this Lease, and

shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to Said Officer, or at the election of Said Officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to Said Officer.

11. INSURANCE

a. At the commencement of this Lease, the Lessee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of $1,000,000, whichever is the greater, for any number of persons resulting from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have suffered by a person or persons resulting from operations of the Lessee under the terms of this Lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this Lease.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services, and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

12. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes to make inspections; to remove timber or other material, except property of the Lessee or to make any other use of the lands as may be necessary in connection with government purposes. The Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof. The Government's rights under this Lease specifically include the right for Government officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

13. RESTORATION

On or before the expiration of this Lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a

condition satisfactory to Said Officer. If, however, this Lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Said Officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the Said Officer, the property shall either become the property of the United States without compensation therefore, or the Said Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the premises.

14. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

15. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, or those subsequently granted, as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

16. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to Federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

17. TERMINATION

This Lease may be terminated by the Lessee at any time by giving the District Engineer at least thirty (30) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

18. RENTAL ADJUSTMENT

In the event the United States revokes this Lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date,

an equitable adjustment will be made in the rental paid or to be paid under this Lease. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; **PROVIDED** however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this Lease.

19. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. The Lessee shall not construct or place any structure, improvement, or advertising sign or allow to permit such construction or placement without prior written approval of the District Engineer.

20. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by the District Engineer.

21. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding $100,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's

knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of $100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over $100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the District Engineer.

22. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this Lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or

any Federal, State, interstate or local governmental agency are hereby made a condition of this Lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from Said Officer before any pesticides or herbicides are applied to the premises.

23. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regards to storage, release or disposal of hazardous substances thereon has been performed and a copy of such has been made a part of the appropriate file. Upon expiration, revocation or relinquishment of this Lease another EBS shall be prepared which will document the environmental condition of the property at the time. A comparison of the two assessments will assist the Said Officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION.**

24. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify Said Officer and protect the site and the material from further disturbance until Said Officer gives clearance to proceed.

25. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to Said Officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Said Officer.

26. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State and local governments under an Act of Congress, the Lease shall be renegotiated.

27. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

28. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

27. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

28. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

29. REVOCATION OF LEASE

The Secretary of the Army may revoke this Lease:

a. In the event of a national emergency is declared by the President; or

b. In the event the Lessee for a period of one (1) year fails to use the land for the purpose for which the lease was granted; or

c. Breach by the Lessee of any of the terms and conditions of this Lease.

30. RIGHT TO UTILITY CONNECTIONS

The Lessee shall have the right to permit municipalities or public utility companies to extend water, sewer, gas, telephone and electric power lines on the lease premises for the exclusive purpose of furnishing utilities to the school facilities, subject to all covenants and conditions of this Lease.

THIS LEASE is not subject to Title 10, United States Code, Section 2667, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 27th day of August, 2012.

MARK W. MOORE
CHIEF, REAL ESTATE DIVISION
REAL ESTATE CONTRACTING OFFICER

THIS LEASE is also executed by the Lessee this 16th day of AUGUST, 2012.

BARRY BEAUCHAMP
SUPERINTENDENT OF SCHOOLS
BOARD OF EDUCATION
LAWTON PUBLIC SCHOOLS
580-357-6900

GEORGE SCHUTZ, PRESIDENT
LAWTON BOARD OF EDUCATION

GENERAL SITE NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS AND CODES WHICHEVER IS MORE STRINGENT.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH O.S.H.A. STANDARDS.
3. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE AUTHORIZED REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS INCLUDING BUT NOT LIMITED TO: ALL UTILITIES, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
5. ALL DISTURBED AREAS TO BE SEEDED AND SODDED U. REFER TO LANDSCAPE PLANS FOR GRASS TREES AND PLANTED MATERIALS.
6. ALL DIMENSIONS AND COORDINATES ARE FROM BACK OF CURB UNLESS SHOWN OTHERWISE. REFER TO SHEET FS C4.1 THROUGH C4.3 FOR DETAILED SITE INFORMATION.

PARKING SUMMARY	
STANDARD PARKING	296
ACCESSIBLE	11
TOTAL PARKING	307

CALL OKIE
811
BEFORE YOU DIG

CAUTION
NOTICE TO CONTRACTOR:
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 72 HOURS BEFORE STARTING ANY EXCAVATION AND REQUEST EXACT FIELD LOCATION OF THE UTILITIES.

0 30 60 120 240
1"=60'
N

Exhibit A

Project No.	N09017
Sheet No.	C4.0
Issue Date	MAR 2, 2012
Revisions	

LAWTON PUBLIC SCHOOLS
GERONIMO ROAD ELEMENTARY
NEW CONSTRUCTION
5727 GERONIMO ROAD
LAWTON, OKLAHOMA 73503-1499

OVERALL SITE PLAN

WE 1040102

wallace

A (1A1) OVERALL ARCHITECTURAL SITE PLAN
Scale: 1" = 40'-0"

ARCHITECTURAL SITE PLAN
NOTES BY SYMBOL "□"

TYPICAL SITE PLAN ABBREVIATIONS.

Exhibit A

THIS DRAWING IS THE PROPERTY OF BOYNTON, WILLIAMS & ASSOCIATES. THE DRAWING(S) OR INFORMATION DEPICTED SHALL NOT BE REPRODUCED OR USED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

LAWTON PUBLIC SCHOOLS
NEW ELEMENTARY SCHOOL
5727 GERONIMO ROAD
FORT SILL, OKLAHOMA 73503-1499

OVERALL ARCHITECTURAL SITE PLAN

Project No. N09017
Sheet No. 1A1

NOT FOR CONSTRUCTION

BWA
ARCHITECTURE
PLANNING
INTERIORS
1800 164TH AVE NW
NORMAN, OK 73072
405.329.0422
FAX 405.364.1439

BOARD APPROVED

JUN 27 2017

LAWTON PUBLIC SCHOOLS

6-28-18
6-27-19

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

REPLY TO
ATTENTION OF:

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
LAWTON PUBLIC SCHOOL (LPS) INDEPENDENT SCHOOL DISTRICT NUMBER 8, COMANCHE COUNTY, OKLAHOMA

FOR

SUBJECT: Support of Lawton Public Schools Transition Program. (PL06)

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and Lawton Public Schools. When referred to collectively, the USAG/IMCOM and Lawton Public Schools are referred to as the "parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison" or "DFMWR" which is the Directorate of Family and Morale, Welfare and Recreation.

1. AUTHORITIES:

1.1. DoDI 4000.19, Support Agreements, 25 April 2013.

1.2. IMCOM EXORD 08-001, Army Community Covenant.

1.3. IMCOM EXORD 08-002, Operationalizing The Army Family Covenant

1.4. IMCOM EXORD 08-0009, Army Community Covenant.

2. **PURPOSE:** This Memorandum of Agreement (MOA) between the Lawton Public School (LPS) District and Fort Sill defines the responsibilities of both parties to provide an educational and work-related transitional program for Students enrolled in the Transition Program on Fort Sill, under the umbrella of the Garrison DFMWR. This MOA will be referred to as the Program.

2.1. Through this partnership, special needs children will be provided an opportunity to develop educational and occupational skills that will compliment them as they transition from an educational environment to a work environment.

2.2. Goals of this program include the development of "behavioral skills," "relationship skills," "career skills," and "life skills." Behavior skills include self-determination, time management, and ethics. Relationship skills include social interaction with peers on and off the job site and learning conflict resolution and citizenship skills. Career skills include helping Students not only get a job, but helping them maintain it and possible advance in their position. Life skills include assisting the

Students with adapting to change, helping them make better decisions, building better money management skills, and using community resources.

2.3. This Program will provide opportunities to all enrolled with the Transition Program without regard to race, religion, color, age, sex, or national origin.

2.4. Both LPS and DFMWR will help market the Program to the Students and Families enrolled in the Program, and potential new Students that may find or need to enroll in the Program to help further develop work and academic skills that will help sustain them in life, as they transition from the academic environment to the work environment.

3. **RESPONSIBILITIES OF THE PARTIES.**

3.1. The Garrison will –

3.1.1. DFMWR will provide an approved list of designated work locations for the Program. The designated locations will be open to LPS on all DFMWR/Fort Sill scheduled school days unless arrangements are made, in writing, between DFMWR facility and the LPS's assigned administrator to reschedule the transitional work on an alternate day. LPS will inform parents of the Students of the alternate days for rescheduling of transitional work days. If LPS needs assistance in contacting the parents, DFMWR agrees to help if necessary. If a student is under 18 years of age, they must be supervised by a staff member who has background checks completed, to include the Care National Agency Check and Inquiries (CNACI). If the students are 18 or older, they may be supervised by DFMWR general staff.

3.1.2. DFMWR will provide job training to Students without providing Students with compensation. Examples of job training could include answering the telephone, greeting customers, typing and preparing correspondence, filing, sorting paper products, stuffing envelopes: and performing recreational support tasks such as sorting and stocking shelves or issuing supplies to include basketball, soccer items, and towels.

3.2. The LPS will –

3.2.1. LPS agrees to provide Job Coaches and Program Coordinators/Teachers necessary to administer this Program ("Employees"). These Job Coaches and Program Coordinators/Teachers will be under contract with LPS and will be required to comply with all of the policies of LPS. Employees are entitled to all holidays, breaks, vacations and other release times as granted by the LPS calendar. Employees will not be required to work any additional time outside of the calendar requirements of their LPS contracts to support the Program in DFMWR facilities.

3.2.2. LPS will provide a Job Coach and Program Coordinator/Teacher for the Students assigned to DFMWR facilities. Employees assigned to support the students working with DFMWR will be paid solely by the LPS. Compensation, including wages

and fringe benefits, shall be provided at a rate determined by LPS and will result in no compensation from Fort Sill, or DFMWR. There is no employer/employee relationship between DFMWR and the job coaches, program coordinators, or Students.

3.3. Both parties will –

3.3.1. Agree that the services to be provided to the Students enrolled in this program must meet the requirements of the Oklahoma State Department of Education, the goals and objectives of both the Transition Program, and DFMWR, and any applicable Army or Fort Sill regulations.

3.3.2. DFMWR will not charge for any educational and employment services rendered on behalf of this Program.

3.3.3. The Job Coach, Program Coordinator/Teachers and students assigned to DFMWR facilities under the transition program must be evaluated by a LPS administrator and the Transition Program. The evaluation process will include the input of the assigned representative of DFMWR. In particular, the assigned representative of DFMWR shall provide the designee of the District with information regarding LPS's and the Student's compliance with DFMWR regulations and overall work efforts.

3.3.4. For the purpose of this agreement, the term "disciplinary action" includes admonishment, suspension, reassignment, dismissal, non-reemployment and/or the initiation of any process or proceeding required by law to accomplish these actions.

3.3.5. Should DFMWR find any LPS employee to have acted in a manner which (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. §6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this agreement, DFMWR shall promptly report the acts in writing to LPS. LPS shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. Disciplinary actions are solely LPS decisions since they are LPS employees.

3.3.6. LPS and DFMWR staff will meet quarterly to review the progress of the Program pursuant to this agreement. Both parties will prepare an evaluation in May of each year this agreement is in effect. At any of these meetings either party may request that a Program improvement plan be developed and implemented, or the Program be terminated. The administrative staff of both parties must agree that a program improvement plan is needed and that the proposed plan is acceptable before the plan is put into effect.

3.3.7. DFMWR shall carry general liability insurance and errors and omissions insurance in minimum limits of ONE MILLION DOLLARS ($1,000,000). LPS shall carry general liability insurance in the amount of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS ($125,000) per person and ONE MILLION DOLLARS

($1,000,000) aggregate and errors and omissions insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000).

3.3.8. LPS and DFMWR agree to indemnify and hold the other harmless from any claims or actions arising under this Agreement brought against the other party. The parties further agree to indemnify the other party through actions of its employees arising under this Agreement, including costs and attorney fees incurred in defending such claim or action. DFMWR will not be held responsible or liable for the actions of Students that are unrelated to the Student's duties within the Program. DFMWR will not be held responsible or liable in the event a Student decides to leave the DFMWR without authorization.

3.3.9. No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.

3.3.10. Garrison Commander reserves the right to revoke post privileges at any time due to misconduct or other questionable behavior.

3.3.11. Under certain threat levels and/or emergencies Fort Sill may become closed or locked. Under these conditions no one will be allowed to enter or leave Fort Sill.

4. **PERSONNEL:** Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

5 **GENERAL PROVISIONS:**

5.1. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Garrison.

5.1.1.1. Ms. Carleen Pilcher, Resource Management Office, or (580) 442-3111, email: carleen.l.pilcher.civ@mail.mil.

5.1.1.2. Ms. Jennifer Aguirre, Exceptional Family Member Program Coordinator in DFMWR, (580) 442-6818, email: Jennifer.Aguirre.civ@mail.mil.

5.1.2. For Lawton Public Schools.

5.1.2.1. Mr. Tom Deighan, (580) 357-6900, email: tom.deighan@lawtonps.org .

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

5.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

5.2.2. To Lawton Public Schools, Post Office Box 1009, Lawton, OK 73502.

5.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. Each Party shall provide 180 days advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

5.5. **DISPUTES:** Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

5.6. **TERMINATION OF AGREEMENT:** This MOA may be terminated by either Party by giving at least 180 written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the parties. The document survives the departure or position change of any of the signatories.

5.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for five years or until canceled by mutual agreement or until canceled by 180 days written notice to the other Party.

5.10. **EXPIRATION DATE:** This Agreement expires five years after the last signature date.

5.11. **CANCELLATION OF PREVIOUS AGREEMENT:** This MOA cancels and supersedes the previously signed agreement between the same parties with the subject "Support of Lawton Public Schools Gateway Success Center", Agreement # PL06 and effective date of 9 September 2014.

6. AGREED:

TOM DEIGHAN
Superintendent
Lawton Public Schools

6-27-17
(Date)

SAMUEL W. CURTIS
COL, SF
Commanding

(Date)

6-27-17
DR LORI BRIDGES, PRESIDENT
LAWTON BOARD OF EDUCATION

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
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6-27-19

BOARD APPROVED

OCT 15 2012

LAWTON PUBLIC SCHOOLS

LEASE

THIS LEASE made and entered into effective October 1, 2012, by and between Board of Education of Independent School District No. 8, Comanche County, Oklahoma, also known as Lawton Public Schools (LPS), hereinafter referred to as "LESSOR", and Great Plains Technology Center, hereinafter referred to as "LESSEE":

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Lease. LESSOR hereby leases to LESSEE a bus owned by LESSOR on a random basis to be used for field trips or extra curricular activities.

2. Term of Lease. The initial term of this lease will be from October 1, 2012, through June 30, 2013. This lease may be renewed for successive periods of one (1) year each at the option of LESSOR. LESSOR shall notify LESSEE in writing by July 1, of each succeeding year if it elects to terminate this lease.

3. Rental. LESSEE agrees to pay to LESSOR the sum of $1.00 per year during the term of this lease.

4. Maintenance. The LESSEE shall be responsible for keeping the leased vehicle in a good state of repair and shall be responsible for the cost of all fuel, oil and any other expenses associated with the use and maintenance of said vehicle.

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

5. Insurance. The LESSEE agrees to carry general liability insurance in amounts equal to the maximum potential liability of LESSEE under the Oklahoma Governmental Tort Claims Act. In addition, LESSEE shall maintain hired vehicle physical damage insurance which would cover the bus leased hereunder. LESSEE agrees to have LESSOR named as an additional insured.

6. Indemnity. LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of or resulting from use of the vehicle by LESSOR for personal reasons.

Executed this 15th day of October, 2012.

LESSOR:

LAWTON PUBLIC SCHOOLS

By _____
Barry Beauchamp, Superintendent

LESSEE:

GREAT PLAINS TECHNOLOGY CENTER

By _____
Dr. Tom Thomas, Superintendent

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

BOARD APPROVED

MAR 6 2017

LAWTON PUBLIC SCHOOLS

6-27-17
6-28-18
6-27-19

MEMORANDUM OF UNDERSTANDING

BETWEEN

GREAT PLAINS TECHNOLOGY CENTER

and

LAWTON PUBLIC SCHOOLS

PURPOSE:

The purpose of this Memorandum of Understanding is to outline an agreement through which Great Plains Technology Center and Lawton Public Schools will provide a career advisor for the District.

AGREEMENT PERIOD:

The term of this Agreement is from July 1, 2017 and until one or both parties chooses to opt out. Termination of this agreement will be made in writing no later than April 1st of each year for the following year.

FINANCIAL:

Great Plains Technology Center will provide all salary and benefit costs for one career advisor to be housed at the high school agreed upon by the two institutions.

Great Plains will pay a reimbursement to Lawton Public Schools the total amount of salary and benefit for the employee. The amount of payment will be set forth on the job description agreed upon by the two institutions.

The career advisor will be under the direct supervision of the high school principal, but will be responsible for communication with the Technology Center and the other career advisors. *See the attached job description.*

Great Plains Technology Center will be responsible for costs associated with attending August Conference or any other training as deemed necessary which are agreed to by both institutions.

This contract is for 190 days. Any time worked beyond the 190 days will be agreed upon by both institutions. Costs associated with additional work days will be paid by Great Plains Technology Center.

EQUIPMENT: Lawton Public Schools will provide office space and office equipment.

NONDISCRIMNATION POLICY: Great Plains Technology Center and Lawton Public Schools will not discriminate on the basis of race, color, religion, national origin, gender, age, marital or veteran status, or disability.

SPECIFICATIONS:

1. With the Institutions working together, a career advisor will be hired to act as a liaison between Lawton Public Schools and Great Plains Technology Center.

2. Evaluation of the career advisor will be the responsibility of the high school principal (or designee) and will contain input from Great Plains Tech Center's Director of Student Support Services.

3. Effectiveness of the career advisor will contain data which indicates, at a minimum, the number of students enrolled at Great Plains, the number of communications between the Tech Center and the high school, the number of visits to the assigned middle school(s), and participation in events such as Open House, Tech Showcase, Advisory Committees, etc.

SIGNATURES:

Lori Bridges Date March 6, 2017

Dr. Lori Bridges
President
Board of Education
Lawton Public Schools

Clarence Fortney Date March 7, 2017

Clarence Fortney, M.Ed
Superintendent
Great Plains Technology Center

BOARD APPROVED

APR 07 2014

LAWTON PUBLIC SCHOOLS

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

MEMORANDUM OF UNDERSTANDING

BETWEEN

GREAT PLAINS TECHNOLOGY CENTER

and

LAWTON PUBLIC SCHOOLS

PURPOSE: The purpose of this Memorandum of Understanding is to outline a program through which Great Plains Technology Center and Lawton Public Schools will provide high school students the opportunity for training in the subject area detailed below.

AGREEMENT PERIOD: The term of this Agreement is from June 30, 2014, and until one or both parties requests a separation from this agreement.

FACILITIES: Classes will be conducted in facilities provided by Lawton Public Schools, and will be located at Eisenhower High School, Lawton High School, and MacArthur High School.

BOOKS & SUPPLIES: Instructional materials and supplies for the classes identified will be provided by Great Plains Technology Center. Any other materials used in the training will be by mutual agreement between Lawton Public Schools and Great Plains Technology Center. Students will be required to follow the Student Handbook of both institutions.

EQUIPMENT: Great Plains Technology Center will provide the equipment necessary for completion of the training.

NONDISCRIMNATION POLICY: Great Plains Technology Center and Lawton Public Schools will not discriminate on the basis of race, color, religion, national origin, gender, age, marital or veteran status, or disability.

PROJECT GOAL: Working cooperatively, Great Plains Technology Center & Lawton Public Schools will hold a minimum of two classes/per site yearly.

PROGRAM VIABILITY: Both parties will meet annually to review the viability and effectiveness of the program using enrollment, retention and persistence data.

PROJECT DESCRIPTION: Great Plains Technology Center will provide the following courses contingent upon enrollment.

Course Name	Course Length	Capacity
Introduction to Engineering Design (I.E.D.)	**2 semesters**	**15 students per section minimum 5 students per section/1 section yearly**
Principles of Engineering (POE)	**2 semesters**	**15 students per section minimum 5 students per section/1 section yearly**

Great Plains Technology Center will be responsible for the following:

1. Provide highly qualified and properly certified Great Plains Technology Center Administrative and Instructional Staff members to deliver the course(s) listed above in accordance with state accreditation regulations.
2. Provide all student services, recruitment and marketing services, as needed.
3. Provide funding to deliver and develop the course(s) listed above.
4. Agreed upon classroom and/or lab renovation costs for costs for the course(s) listed above.

Lawton Public Schools will be responsible for the following:

1. Provide facilities for the above listed course(s).
2. Provide utilities and maintenance for the above listed course(s).
3. Provide appropriate care and maintenance of equipment when in use and under the supervision of an LPS teacher. Maintenance and repair costs not associated with normal wear and tear will be paid by Lawton Public Schools.

4. Provide custodial support.

5. Provide parking for staff members.

6. Provide Administrative and Counselor support as needed.

SIGNATURES:

Donna Tonio Date 4/7/14

President, Lawton Board of Education
Lawton Public Schools

Tom Thomas Date 2/17/14

Tom Thomas, Ed.D
Superintendent
Great Plains Technology Center

to board 6-26-08
6-29-09
6-28-10
6-27-11
6-21-12
6-25-13
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6-28-18
6-27-19

BOARD APPROVED

JUN 21 2007

LAWTON PUBLIC SCHOOLS

GREAT PLAINS TECHNOLOGY CENTER
S.C.O.R.E. PROGRAM
MEMORANDUM OF UNDERSTANDING

This Agreement by and between Lawton Public School System, Lawton, Oklahoma, and Great Plains Technology Center, Lawton, Oklahoma, concerns the enrollment and funding of alternative education students in the S.C.O.R.E. Program, (School of Career Opportunities and Real Education).

Lawton Public School System agrees to pay Great Plains Technology Center 100% of the funding received from the State Department of Education in the form of A.D.M. for each student that is enrolled from that district in the S.C.O.R.E. program. In turn the S.C.O.R.E. program staff agrees to furnish all necessary enrollment information, attendance information, grades, and credits earned on each student for which funding is received.

Billing will be made on a yearly basis with computations made at the end of each year based on students that are eligible for SCORE by:

1. Being enrolled at a Lawton Public Schools secondary school on accreditation day (the first school day in October).
2. The maximum number of days will be no more than 175 days.
3. The number of schools day for the eligible student will begin on the first day enrolled in the SCORE program according to the Lawton Public School's enrollment data until the last school day as long as that student was enroll at any Lawton Public Schools secondary school on accreditation day (the first school day in October).
4. Before payment is made, student name and days enrolled will be verified by the both parties for accuracy.

Great Plains Technology Center further agrees to provide academic and vocational training and counseling as needed for the students. The S.C.O.R.E. program further agrees to provide tuition for students in nighttime classes or ACD classes at Great Plains Technology Center as described in our state program proposal.

Lawton Public School System agrees to accept the credits of students and work with S.C.O.R.E. program staff to confirm credits and documentation necessary to establish requirements for graduation for the enrolled students.

It is understood that the S.C.O.R.E. program is currently funded by an O.D.C.T.E. state grant and if funding should become non-existent or the basis for funding should change materially, this agreement can be cancelled or re-negotiated by both parties. It is agreed that this memorandum shall remain in force until such time that it is cancelled or changed by both parties. It is anticipated that the S.C.O.R.E. program will continue on an annual basis as long as adequate funding is obtained from various sources.

Superintendent, GPTC	6-19-07 Date	Superintendent, LPS	6-21-07 Date

6-21-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

BOARD APPROVED

FEB 16 2012

PRE-ENGINEERING & BIOMEDICAL SCIENCE ACADEMIES
JOINT PROGRAM AGREEMENT

LAWTON PUBLIC SCHOOLS

Lawton Public Schools and Great Plains Technology Center, pursuant to 70 O.S. § 5-117(c) enter into this Joint Program Agreement to provide the Pre-Engineering & BioMedical Science Academies to Lawton Public Schools.

It is the intention of both parties to participate in the Pre-Engineering & BioMedical Academies, which will be taught at Great Plains Technology Center. The Academies will provide an opportunity for sophomores, juniors and seniors from Lawton Public Schools to attend either Academy for the purpose of taking college preparatory courses in mathematics, science, and Pre-Engineering or BioMedical Science.

Students participating in either Academy will be jointly enrolled by GPTC and Lawton Public Schools. Students who are admitted to an Academy will be required to follow the rules and regulations of GPTC as outlined in the Student Handbook.

This Agreement shall constitute the entire Agreement of the parties. This Agreement may only be modified or amended in writing and signed by both parties as representatives of the respective Boards of Education. This Agreement shall be subject to and interpreted according to Oklahoma law.

This Agreement shall become effective when approved by the Boards of Education of GPTC and Lawton Public Schools, and endorsed by the Oklahoma State Department of Education. A party may determine to terminate the Agreement at the end of the school year and shall provide written notification of such termination to the other party.

Great Plains Technology Center, as the sponsoring organization, will:

- Provide students with rigorous, relevant, reality-based instruction necessary to pursue either Engineering/Engineering Technology majors in college, or BioMedical Science related majors,
- Provide hands-on, project and problem-based teaching that adds rigor to technical learning and relevance to traditional academics through curriculum provider "Project Lead the Way",
- Meet state and national standards for mathematics, science and technology,
- Offer a complete career major concentration with emphasis on both mathematics and science, and
- Link demanding mathematics and science courses with quality Project Lead the Way courses.

Lawton Public Schools, as the cooperating partner, will:

- Permit and encourage qualified sophomores, juniors and seniors interested in either the field of Engineering or BioMedicine to enroll in the appropriate academy,
- Grant credit for mathematics, science and Pre-Engineering courses that meet the school's graduation and/or college preparatory requirements,
- Support a plan of study that allows sophomores, juniors and seniors to include a career major in either Engineering or BioMedical Science, and
- Inform students of the opportunity to receive high school college preparatory credit and college credit where available, through participation in the Academies.

Approved by the Great Plains Technology Center Board of Education
On the 20th day of MARCH, 2012

Signature

Approved by the Lawton Public Schools Board of Education
On the 16th day of February, 2012

Signature DR. GEORGE SCHUTZ, PRESIDENT
LAWTON BOARD OF EDUCATION
KENT JESTER, VICE PRESIDENT

BOARD APPROVED

DEC 1 1 2017

LAWTON PUBLIC SCHOOLS

Impact Aid Indian Policies and Procedures
Lawton Public School District
2017-2018 School Year

It is the intent of the Lawton Public Schools District that all Indian children of school age have equal access to all programs, services and activities offered within the school district. To this end, the Lawton Public Schools District will consult with local tribal officials and parents of Indian children in the planning and development of Indian Policies and Procedures (IPPs), general education programs, and activities. These policies and procedures will be reviewed annually and revisions will be made within 90 days of the determination that requirements are not being adequately met.

LAWTON PUBLIC SCHOOLS
JUN 2 8 2018
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JUN 2 7 2019
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ATTESTATIONS

The Lawton Public Schools District attests that it has established Indian Policies and Procedures (IPPs) as required in section 7004 of the Impact Aid law for any children claimed who reside on eligible Indian lands. The IPPs have been adequately disseminated to the tribes and parents of children residing on eligible Indian lands. A copy of the current policies and procedures will be attached to the Impact Aid application.

The Lawton Public Schools District attests that it has provided a copy of written responses to comments, concerns and recommendations received from tribal leaders and parents of Indian children through the Indian policies and procedures consultation process and disseminated these responses to tribal leaders and parents of Indian children prior to the submission of their Impact Aid application.

Indian Policies and Procedures

The following Indian Policies and Procedures become effective upon school board approval.

Policy 1: The LEA will disseminate relevant applications, evaluations, program plans and information related to the LEA's education program and activities with sufficient advance notice to allow tribes and parents of Indian children the opportunity to review and make recommendations. [34CFR222.94(a)(1)]

Procedure 1:
The Lawton Public School District will disseminate information and seek timely input regarding the following educational programs (including, but not limited to): Title I, Title II, Title III, Title VI, Title IX, and Johnson O'Malley. The District Administrator will ensure relevant applications, evaluations, program plans and information related to the LEA's education program and activities are posted to the LPS Federal Programs webpage at least one week in advance of the annual Tribal Consultation Part 1 Introduction & Discussion/Open Meeting. This will allow tribal officials and parents of Indian children the opportunity to review program plans and make recommendations during the Tribal Consultation Part 1 Meeting or 60 days later at the Tribal Consultation Part 2 Meeting. The information about the website link and the meeting information will be disseminated to parents one week prior to the Tribal Consultation Part 1 Introduction & Discussion Meeting. Information will be disseminated through the November Cultural Newsletter and/or the meeting's invitation that will be mailed and e-mailed to tribal officials, sent home with Indian students, posted in the local newspaper, text messaged to parents via Lawton Public Schools Apptegy program, and posted on the Lawton Public Schools Federal Programs website and the Johnson O'Malley (JOM) Facebook page.

These Tribal Consultation/Open Meetings will be publicly advertised 30 days in advance. Lawton Public Schools will post notification at the Comanche County Courthouse, e-mail tribal officials, send home flyers with Indian students, post in the local newspaper, text-message parents via Lawton Public Schools Apptegy program, and post on the Lawton Public Schools Federal Programs website and the Johnson O'Malley (JOM) Facebook page.

POLICY (2): The Lawton Public Schools District will provide an opportunity for the Tribes and parents of Indian children to provide their views on the District's educational program and activities, including recommendations on the needs of their children and on how the District may help those children realize the benefits of the educational programs and activities. [34CFR222 .94(a)(2)]

(i) Notify tribes and the parents of Indian children of the opportunity to submit comments and recommendations, considering the tribe's preference for method of communication, and

(ii) Modify the method of and time for soliciting Indian views, if necessary, to ensure the maximum participation of tribes and parents of Indian children.

Procedure 2:

All tribal officials and parents have an opportunity to make recommendations and comments in several different ways:

- Tribal Consultations Part 1 & Part 2 / Open Meetings are held utilizing the 30/60/90 guidelines for consultation: 30 days notice of consultation, 60 days for response and 30 additional days for collaboration. All meetings are open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.
- The Indian Education Committee (Parent Advisory Committee) of the Lawton Public School District will meet quarterly for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. All meetings are open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration. The Parent Advisory Committee (PAC) will determine the best meeting time to ensure maximum parent participation.
- The Impact Aid Law will be open for discussion at each Title VI PAC meeting scheduled during the year. Parents can express their concerns and/or make comments and suggestions about their children's education during any meeting. PAC committee members will discuss and determine the best means of communication for notifying tribal officials and parents utilizing the results from a survey. Notifications of meeting dates will be e-mailed to tribal officials, sent home with Indian students, posted in the local newspaper, text messaged to parents via Lawton Public Schools Apptegy program, and posted on the Lawton Public Schools Federal Programs website and the Johnson O'Malley (JOM) Facebook page.
- Needs Assessment surveys will be disseminated in August of each school year to obtain input and/or comments about the students' education program and to address any issues or changes for the next application and program plans.
- An appointment can be made with school officials to discuss any issues concerning the educational programs and activities offered by Lawton Public Schools.
- An opportunity for a place on the agenda of any open meeting of the Lawton Public Schools

Board of Education may be scheduled through the Superintendent's office. A tribe, or their designee, parent, or group of parents, concerned with the educational opportunity of any student or group of students in Lawton Public School District may:

- Present views regarding applications
- Make recommendations concerning the needs of their children
- Provide input into planning and development of the educational programs of the district
- Present views on the educational programs and activities

POLICY (3): The Lawton Public School District will annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities. [34CFR222.94(a)(3)]

(i) Share relevant information related to Indian children's participation in the LEA's education program and activities with tribes and parents of Indian children; and
(ii) Allow tribes and parents of Indian children the opportunity and time to review and comment on whether Indian children participate on an equal basis with non-Indian children.

Procedure 3:
The Lawton Public Schools District Data Center shall annually calculate the ratio of Indian students compared to other students participating in all academic and co-curricular programs for which data can be collected through the current student information system.
Annually, the Lawton Public Schools District will disseminate the results of this analysis of Indian participation to parents of Indian children and tribal officials during Part 1 of the Tribal Consultation/Open Meeting. District Administrator (or a designee), staff members, the Indian Education Committee (Parent Advisory Committee), Indian parents, and tribal officials will assess the extent of Indian children's participation in the educational program. At this Tribal Consultation/Open Meeting, attendees will analyze the school data and tribal/parental commentary to determine the extent of equality of Indian children's participation with other children.
Parents of Indian children or tribal officials may comment verbally on the results during Part 1 of the Tribal Consultation/Open Meeting and/or 60 days later during Part 2 of the Tribal Consultation process, at regularly scheduled Indian Education Committee (Parent Advisory Committee) meetings or by completing a written survey. Parents and tribal officials may also comment and make recommendations directly to the school district by phone, email, or writing expressing their views as to the extent of Indian children's participation in educational programs on an equal basis with other children. The written response survey will be posted on the Federal Programs webpage for easy access at any time throughout the school year.
This data will be utilized to develop appropriate supports for various programs. If it is determined there are gaps in Indian participation in the educational program or activities, the Indian Education Committee (Parent Advisory Committee) and tribal officials will discuss modifications necessary to improve Indian participation.

POLICY (4): The Lawton Public School District will modify the IPPs if necessary, based upon the results of any assessment or input described in this document. [34CRF222.94(a)(4)]

Procedure 4:
During the annual Tribal Consultation/Open Meeting the Indian Education Committee (Parent Advisory Committee), tribal officials and parents of Indian children will annually review the components of the Indian Policies and Procedures to ensure they meet federal regulatory and statutory

requirements. After this review, the Indian Policies and Procedures will be submitted to Lawton Public School Board for approval at the December Board meeting.
If necessary, the Indian Education Committee may suggest revisions throughout the year, as appropriate. The Lawton Public School District will hold a Board meeting to modify policies and procedures if the Indian/Parent committee indicates such modification is necessary.
The Lawton Public School District will notify parents of Indian children, tribal officials and the public of any changes to the Indian Policies and Procedures. Notification will be through e-mails to tribal officials, letters sent home with Indian students, text messages sent to parents via Lawton Public Schools' Apptegy program, and postings on the Lawton Public Schools Federal Programs website and the Johnson O'Malley (JOM) Facebook page within two weeks of adoption by the Lawton Public School Board.

POLICY (5) : The Lawton Public School District will respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPPs by the LEA. [34CRF222 .94(a)(5)]

Procedure 5:
Lawton Public School District will annually respond in writing to comments and recommendations made by the Lawton Public School Indian Education Committee (Parent Advisory Committee), tribal officials, or parents of Indian children. The responses will be submitted together with the original concerns for all to view. The responses' website link will be disseminated through e-mails to tribal officials, text messages sent to parents via Lawton Public Schools Apptegy program, and postings on the Lawton Public Schools Federal Programs website and the Johnson O'Malley (JOM) Facebook page. A hard copy will also be shared with participants at the quarterly Title VI PAC meetings after Part 1 of the Tribal Consultation and prior to the district's submission of the IPPs with the Impact Aid application.

POLICY (6): The Lawton Public School District will provide a copy of the IPPs annually to the affected tribe or tribes. [34CR F222.94 (a)(6)]

Procedure 6:
The Lawton Public School District will annually provide a copy of the current Indian Policies and Procedures to the affected tribes by e-mailing to tribal officials, text messaging the updated IPPs link to parents via Lawton Public Schools Apptegy program, and postings on the Lawton Public Schools Federal Programs website and the Johnson O'Malley (JOM) Facebook page.

Board Approval Date: December 11, 2017

BOARD APPROVED

JUN 28 2018

LAWTON PUBLIC SCHOOLS

1 Faneuil Marketplace, 3rd Floor
Boston, MA 02109
Tel: 1.855.563.4638
Fax: 1.617.877.2764

iNET SIP Trunk Service Agreement

Version: v100517

Sales Information					
Partner Name		RepCode		Partner Email	
☐ New Account ☐ Add to Existing Acct #		VO Rate Plan	VO5258	VI Rate Plan	VI5258
Customer Contact and 911 Information, Service Address					
Company Name	Lawton Public School			# of Locations	(Add additional addresses in "Notes" section)
Contact Name	Dave McDermott			Position	
Service Address	753 NW Fort Sill Blvd				
City	Lawton	State: OK	Zip: 73507	Country USA	
Phone #		Mobile #:		eMail:	
Billing Information (if different than Contact Information)					
Company Name					
Contact Name					
Service Address					
City		State:	Zip:	Country USA	
Phone #		Mobile #:		eMail:	
Payment Method					
☐ CHECK ☐ CREDIT CARD	(CC authorization form required)				
Business Structure					
Check One:	☐ CORPORATION	☐ PARTNERSHIP	☐ LLC	☐ SOLE PROPRIETORSHIP	☐ INDIVIDUAL
Tax ID #:	required		Yrs in Business:	D&B #:	
Credit Reference (Not Required on accounts less than $500 monthly billing)					
Credit Application Required:	no				
Technician Information					
Tech Name	AJ Watson				
Tech Phone #		Mobile #: 580-512-1101		eMail:	
Customer Network and Telecom Information					
Internet Access	☐ T-1+	☐ CABLE	☐ DSL	☐ OTHER	
Measured Upstream Speed (kbps)		Measured Downstream Speed (Kbps)			
Router Make & Model		Firewall Make and Model			
Type of Service or Application Connected to Trunk Service				⇦ Click to Select Service Type	
PBX Information					
PBX Make/Model					
Software Version					
PBX WAN IP Address		REQUIRED			
Trunk Structure					
☐ DEVICE TRUNKS	Device Trunks are selected when converting SIP Trunks to Analog using a Grandstream Gateway				
☑ ADDRESS TRUNKS	Address Trunks are selected for connecting to SIP aware equipment via IP Address				
Porting Numbers?	yes	Requires LOA and/or RESPORG			
Requested Port/Install Date:		Approximately 7-10 days for <49 DIDs, 30 days >49 DIDs			
Enable International Calling?	yes/no	Refer to "Terms and Conditions"			

36 months

SIP Trunk Pricing*					
Services	**QTY.**	**NRC Each**	**NRC Total**	**MRC Each**	**MRC Total**
Trunk Line - Unlimited (Unlimited minutes per trunk, lower 48 USA)	100	$0.00	$0.00	$20.50	$2,050.00
US DIDs (including new or ported, main numbers or DIDs)	49	$0.00	$0.00	$0.50	$24.50
Toll Free Service ($0.030/min)		$4.95	$0.00	$4.95	$0.00
PORT charge (per ported DID/TFN)		$15.50	$0.00		
E911 (per DID used for 911 for Address Trunks, per line for Device Trunks)	49			$0.85	$41.65
Monthly Regulatory Compliance Fee (PER DID/TFN)	49			$0.60	$29.40
Virtual Fax (inbound/outbound, emailed as PDF or web portal, unlimited)		$13.95	$0.00	$13.95	$0.00
Totals			$0.00		$2,145.55

*Minutes aggregate (ex: 200 minute trunks x 5 trunks = 1000 minutes for the account). Overage rate is $0.020/min. Pending Site Survey.

NOTES and Other Order Details (Porting existing phone number, non-US DIDs, special Routing, etc)

Customer Initials:

Summary of Terms and Conditions of Service

1. Acceptable Use: Service is provided to Customer as a "normal" business user. Customer agrees this order does not confer the right to use the Service for auto-dialing, continuous or extensive call forwarding, inbound or outbound telemarketing, or fax broadcasting. iNET reserves the right to terminate Service with ten (10) day notice or to invoice Customer at the applicable per minute rate for all inbound or outbound calls in excess of 5,000 minutes per month per extension or DID if iNET determines, in its sole discretion, that the Service is being used for any of these purposes.

2. Order and Invoicing of Service: The start date for billing is the date on which the customer orders iNET's service. Usage charges and any equipment and other nonrecurring charges, such as installation charges are billed in arrears. Fixed monthly recurring charges are billed in advance. Any applicable taxes and surcharges will be included on each invoice. Customer will be invoiced every calendar month by email and will pay within fifteen (15) days of receipt of invoice.

3. Installation and Initial Troubleshooting of Service: If Customer wishes iNET personnel to assist with and/or monitor installation of Service; this must be scheduled at least seventy-two (72) hours in advance. If iNET personnel are enlisted to help debug, configure or otherwise assist Customer with the setup or functioning of any hardware, network and/or software other than iNET's Service applications beyond one hour, Customer agrees to pay iNET at the rate of $125 per hour for such assistance, billed to the nearest half hour.

4. Ongoing Support of Service: Standard response time for trouble support requests is four (4) hours during weekdays from 7AM to 10PM, US Eastern time, and six (6) hours during other times. Standard response time for adding, disconnecting or reconfiguring services is twentyfour (24) hours during weekdays and forty-eight (48) hours during weekends. iNET will use best efforts to shorten response times in the event of an outage or serious service disruption caused by fault in iNET's services, but cannot guarantee to do so. If iNET personnel are enlisted to help debug, configure or otherwise assist Customer with the setup or functioning of any hardware, network and/or software other than iNET's Service applications, Customer agrees to pay iNET at the rate of $125 per hour for such assistance, billed to the nearest half hour.

5. Customer Obligations: A late payment charge of 1.5% per month, if allowed by law, may be assessed on amounts not paid in a timely manner. iNET reserves the right to interrupt service to customer for non-payment of fees, charges, or taxes after giving one (1) day faxed or emailed notice of said non-payment. Customer shall provide iNET notice of any disputed charges in writing within sixty (60) days after the bill for such charge is rendered. Customer remains financially responsible for all charges incurred until such time as Customer's Service has been disconnected from iNET's network, which will occur only after written notification of the removal request from Customer has been received by iNET. Customer holds iNET harmless and assumes full responsibility for any and all calls, authorized or unauthorized, that are placed or received via customer's telecommunications system. Customer agrees that all calls made to any toll-free number(s) assigned to customer are the responsibility of the customer. No credits will be issued for wrong numbers dialed.

6. iNET Service Level Agreement (SLA): iNET's goal is to make the Services available to Customer at least 99.9% of the time. Customer will receive a credit for Outages totaling over 90 minutes per month. An Outage is defined as an instance in which substantially all Customer locations or end-users are unable to use the services when such an Outage is: a) for more than 15 consecutive minutes, excluding outages relating to iNET's scheduled maintenance and upgrades; and b) is due to the Services substantially not functioning as designed, and not due to some other problem that is not iNET's responsibility, as defined herein. Upon Customer's request, iNET will issue a credit to Customer for Outages occurring during any calendar month that are reported by Customer to iNET and confirmed by iNET. Cumulative Outages of more than 90 minutes in any calendar month will be credited by onethirtieth (1/30) worth of the monthly subscriber fees and usage billed to Customer in the previous calendar month, multiplied by each hour (or portion thereof rounded up to the nearest tenth (1/10) hour) of the cumulative duration of such Outages. For example, if during October cumulative Outages totaled 2 hours and for the month of September Customer was billed $1,000 in Fees + Usage, Customer would receive a credit of 2 x 1/30 x $1,000 = $66.67. The following are exceptions to this SLA, which will prevent Customer from receiving credits in connection with an Outage: a) Circumstances beyond iNET's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, terrorist attack, sabotage, embargo, fire, flood, strike or other labor disturbance; b) Scheduled maintenance or upgrade; c) Internet DNS issues or major, wide-ranging Internet impairment outside of the direct control of iNET; d) Customer's acts or omissions, including without limitation, any negligence, willful misconduct, or use of the iNET Network or iNET services in breach of iNET's Terms and Conditions, whether such acts are performed by Customer or others authorized or permitted by Customer; e) Customer equipment or network problems. Notwithstanding anything in this SLA, the total amount credited to a Customer in connection with Outages in any month will not exceed the total Fees and Usage paid by Customer during that month. Each valid credit will be applied to a Customer invoice within two (2) billing cycles.

7. 911 Emergency Calling Service: Customer understands 911 Dialing is NOT automatic with VoIP service and that it must keep its 911 Address(es) accurate in order for Emergency Personnel to know where Customer locations are. To change an existing 911 address or add a new one, contact Customer Service and confirm with them that the change/add has been done. If the new 911 Dialing Address is not confirmed, Emergency Personnel may not be able to send assistance to the proper address promptly. VoIP service, including 911 Dialing, will not work if there is no electrical power or there is no Internet access. NOTE: 911 can always be called from a traditional landline phone or from a cell (mobile) phone.

8. International Service: Customer understands that he/she has activated telephone lines that may be capable of international calling. Customer understands that in the event that any services and/or customer equipment is tampered with, compromised or lost/stolen, customer agrees to take full responsibility and pay for any and all calls made from Customer's equipment using the iNET network, including international calls, whether authorized or not until such time as iNET is notified of the situation or requested to deactivate the international calling feature on such lines using iNET service. It is customer's sole responsibility to notify iNET of any and all changes in status on lines and/or travel cards. Customer agrees to keep strict security over long distance lines using iNET services and understands any fraudulent use shall be Customer's sole responsibility.

9. Limitations of Liability: Customer acknowledges that iNET shall not be liable for any consequential, indirect, special, incidental or other damages whatsoever arising from any failures, interruptions, delays, errors or deficiencies of services, facilities or equipment provided by iNET pursuant to this Service Order. The liability of iNET for any interruptions, delays, errors or defects in transmission, equipment or services shall be limited to an amount equivalent to the charges assessed by iNET for the period of service during which such problems and/or outages occurred.

10. Fee and Rate Stability: During the period of this Agreement, iNET guarantees that all listed Fees will remain unchanged with the exception of Fees for phone numbers outside of the U.S. and Canada. In addition, iNET guarantees that all per-minute and per-call rates will remain the same for calls terminating or originating to the U.S. and/or Canada, but reserves the right to change rates for calls terminating or originating outside the U.S. and/or Canada on thirty (30) day notice to Customer.

11. Term of Agreement: This Service Agreement shall continue for a period of 36 months from the date of commencement. At the end of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either Party with thirty (30) day written or emailed notice to the other Party.

12. Revenue Commitment: This Service Agreement is based on a minimum Revenue Commitment of $2,145.55 per month. Customer agrees to pay iNET the greater of their actual charges or the minimum Revenue commitment each month.

13. Suspension or Termination: Customer may terminate this Agreement without liability for a termination penalty if iNET's network quality does not meet industry standards, provided that all of the following conditions are met: (a) iNET's failure to meet industry standards must be attributable to facilities or causes within iNET's reasonable control; (b) iNET is unable to resolve the problem within one (1) week after receipt of notice of problem in writing, and (c) Customer's account balance must be current. If Customer terminates the Agreement for any other reason prior to the expiration of the then current term, Customer understands and agrees that it will be liable to iNET for a termination penalty equal to the monthly revenue commitment multiplied by the number of pro-rated months remaining on the unexpired term and agrees to pay such sum immediately on demand.

This Service Agreement shall be governed, construed and interpreted according to the laws of Georgia. Customer consents to the jurisdiction of the courts in Georgia to adjudicate any claim or action based on this Agreement and expressly waive any right to commence or defend such claim or action in any other jurisdiction.

Acceptance & Authorization by Customer

I accept the terms and conditions on all pages of this Service Agreement. I authorize iNET to provide me with call origination and/or termination services over the Internet utilizing the services ordered by me. I represent that I am authorized to order these services on behalf of this account. I warrant that all information provided herein is correct to the best of my knowledge. I authorize iNET to conduct a routine credit investigation (if deemed necessary) and I understand that any information obtained will be held strictly confidential and remains the property of iNET whether or not credit is extended.

Please sign and date

Acceptance & Authorization by Customer		Acceptance by iNET Communications, LLC	
Signature:	Carla Clodfelter	Signature:	
Name & Title:	Vice President	Name & Title:	Charles Murray - CEO
Telephone:		Telephone:	781-789-5802
Email:		Email:	cmurray@inet-communications.net
Date:	6-28-18	Date:	

BOARD APPROVED

JUN 25 2015

LAWTON PUBLIC SCHOOLS

INFINITE CAMPUS END USER LICENSE AGREEMENT

6-28-16
6-27-17
6-28-18
6-27-19

This Infinite Campus End User License Agreement ("**Agreement**") is made between **Infinite Campus, Inc.,** a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("**Company**") and Lawton Independent School District 8 , with offices located at 735 Fort Sill Blvd. , Lawton , OK 73507 ("**Licensee**").

RECITALS

A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the "Infinite Campus Product"), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the "Infinite Campus Additional Products"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "Infinite Campus Products";

B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "Infinite Campus Services");

C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.

1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the Infinite Campus Products and Infinite Campus Services and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

1.3 Reoccurring Annual Fees. Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

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2.0 Ownership and Protection of Infinite Campus Products

2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the Infinite Campus Products;

2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;

2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or

2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.

2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

3.1 Payment Terms. Licensee shall pay Company or Company's Authorized Channel Partner the Fees as provided in the Order and Pricing Schedule(s) attached hereto.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications

4.1.a If Licensee notifies Company in writing and gives Company sole control over the

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defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.

4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.

4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY

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MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

6.3.a Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

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6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the District, Company warrants that the original and all copies of District information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the District or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Software Support

Company and Licensee agree to the terms and conditions of the Software Support Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the Software Support Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Application Hosting

Company and Licensee agree to the terms and conditions of the On Site Application Hosting Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the On Site Application Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 General Terms and Conditions

10.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

10.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

10.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

10.4 Severability. If a court of competent jurisdiction holds that any provision of this

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Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

10.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.	Lawton Independent School District 8		
Sales Contracts Management			
4321 109th Ave NE	735 Fort Sill Blvd.		
Blaine, MN 55449-6794	Lawton	, OK	73507

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

10.9 Applicable Law. Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at http://www.ftc.gov.

10.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not disclose or share education records with any third party

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unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

10.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

10.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

10.9.d. Upon termination of this Agreement, Company shall return and/or destroy all data or information that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any data or information received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all data or information received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

10.10 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.10.

10.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or

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"commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Infinite Campus Products and Services with only those rights set forth herein.

10.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

By:

Name: Eric Creighton

Its: Chief Operating Officer

Lawton Independent School District 8

By: Helena John

Name: HELENA JOHN

Its: PRESIDENT, LAWTON BOARD OF EDUCATION

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EXHIBIT A
ONSITE APPLICATION HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and Lawton Independent School District 8 , ("**Licensee**") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Onsite Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Reoccurring Annual Fees

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

4.1 Included Services

4.1.a System Sizing. Company will determine the system components (number and type of applications server(s), database server(s), and load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.

4.1.b System Hardware. Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Licensee's facilities

4.1.c Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

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In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.d Configuration. Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.

4.1.e Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

4.1.f Test and Training Environment. In addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Sandbox") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.1.g Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up to a Company owned remote data center located at 4321 109th Avenue NE, Blaine, MN ("Remote Data Center"), subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.

4.1.h Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be

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capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

4.2 Additional Services

4.2.a Network Analysis and Documentation. Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting Documentation of the analysis is required. The resulting Documentation is the defined supported environment, identifying all network components, including firewalls, proxy servers, routers, switches, etcetera. This can be provided by the Licensee, accomplished with Licensee resources or can be provided by Company for an additional fee.

4.2.b Installation. Company will ship System Hardware, preconfigured, to a location determined by Licensee. For an additional fee, Company can perform the installation of the System Hardware in the Licensee data center.

4.3 Excluded Services

(a) Support of Client Desktops
(b) Support or diagnosis of Local Area Network connectivity
(c) Local Area Network device configuration such as proxy servers

5.0 Availability of Services

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 Security

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

(a) firewall protection of the Remote Data Center;
(b) maintenance of independent archival and backup copies of the Infinite Campus Products and all Licensee Content; and
(c) protection from network attack or other malicious harmful or disabling data, work,

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code or program.

7.0 Access to System

In order to provide Included Services, Licensee will provide the following access, restricted to Company's and/or Company's authorized service provider's Class C IP address range:

(a) MS Remote Desktop Access on port 3389
(b) http access on port 80
(c) https access on port 443
(d) Campus administration (backups and updates) on port 4329 out from all Company provided servers.

8.0 Change Management

For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the products or product release levels used in the Service Resources and in implementing Application Patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

(a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
(b) written notice of application changes and modifications to screens or code;
(c) pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
(d) coordination of the implementation of the Change Event with the Licensee.

9.0 Hardware Failure

In the event of hardware failure Company will correct the failure through one of the following, at the sole discretion of the Company:

9.1 Replace entire unit

Upon notice of the hardware failure, company will immediately begin the process of shipping a replacement unit. Typical replacement time is 24 hours, and in no event will be greater than 72 hours.

9.2 Onsite Service

When appropriate, onsite service from a certified hardware technician, with a service level of next business day.

9.3 Field replaceable

When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.

10.0 Proprietary Rights

10.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

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10.2 Grant of Use

In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement.

10.3 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

10.4 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) business days of any termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

11.0 Assurance of Licensee

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

12.0 Hold Harmless Provisions

In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

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EXHIBIT B
SOFTWARE SUPPORT SERVICES EXHIBIT

1.0 Reference to Agreement

This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("**Company**") and Lawton Independent School District 8 , ("**Licensee**") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Software Support Services according to the fees indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Reoccurring Annual Fee

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services

4.0 Infinite Campus Services

During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the "Software Support Services") to Licensee:

4.1 Software Maintenance
Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

4.2 E-Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

4.3 Telephone Support Services

Reponses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

5.0 Hours of Service

Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor

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Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

6.0 Authorized Contact Personnel

Licensee shall identify up to two (2) people who shall be authorized to contact Company for technical and product questions. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

7.0 Payment

7.1 Adjustment of Support Fees

Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

7.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.

7.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

8.0 Major Alarm

8.1 Definition of a Major Alarm

A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.

8.2 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.

8.3 Response Time for a Major Alarm.

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8.3.1 E-support response time – within two (2) hours.

8.3.2 Phone support – within one (1) hour.

9.0 Non-Major Alarm

9.1 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.

9.2 Response Time for a Non-Major Alarm

9.1.1 E-support response time – within two (2) business days.

9.1.2 Phone support – within one (1) business day.

10.0 Proprietary Rights

Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.

10.0 Modifications Excluded

Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.

11.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

12.0 Warranty Provisions

Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

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INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement ("**Agreement**") is made between **Infinite Campus, Inc**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 ("**Company**") and Lawton Independent School District 8 , with offices located at 735 Fort Sill Blvd. , Lawton , OK 73507 , ("Licensee").

RECITALS

A. Licensee finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

B. Licensee finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Licensee's business.

C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "**Infinite Campus Products**";

D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the "**Infinite Campus Services**");

E. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Licensee with Infinite Campus Services according to the fees described in the following table:

Description	Quantity	Cost Per	Total
Infinite Campus Services, SIS Project Management Days	10	$1,200	$12,000.00
Infinite Campus Services, SIS Process Consulting Days	3	$1,200	$3,600.00
Infinite Campus Services, SIS On-Site Support Days	5	$1,200	$6,000.00
Infinite Campus Services, SIS Data Conversion Days	17	$1,200	$20,400.00
Infinite Campus Services, SIS In Person	34	$1,200	$40,800.00

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Training Days			
Infinite Campus Services, SIS WebEx Training Days	3	$1,200	$3,600.00
Infinite Campus Services, Standard Based Grading Consulting Days	2	$1,200	$2,400.00
Estimated SIS Travel Expenses *(only actual expenses will be billed)*	9 Trips	$2,450	$22,050.00
Total:			**$110,850.00**

2.0 Agreement Term and Termination

2.1 Agreement Term

The term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

2.2 Agreement Termination

This Agreement may be terminated as follows:

2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

3.0 Payment Terms

3.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee 's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

3.3 Travel Expenses

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Licensee agrees to pay Company for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Company's performance of its duties under this Agreement, as applicable. Such expenses shall be incurred in accordance with the Business Expense Policy attached hereto.

4.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

5.0 General Terms and Conditions

5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 Assignment

Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either

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party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

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Infinite Campus, Inc.	Lawton Independent School District 8
Sales Contracts Management	
4321 109th Ave NE	735 Fort Sill Blvd.
Blaine, MN 55449-6794	Lawton , OK 73507

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at http://www.ftc.gov

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

By:

Name: Eric Creighton

Its: Chief Operating Officer

Lawton Independent School District 8

By: Helena John

Name: HELENA JOHN

Its: PRESIDENT, LAWTON BOARD OF EDUCATION

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Attachment 1

POLICY 314
BUSINESS EXPENSE POLICY

POLICY:
Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses:
The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines:

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

Travel Expenses:
The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare
When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.
Ground Transportation
When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals (M&IE)
The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates:
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

M&IE not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for three days to a location with a $44 M&IE rate would have a trip not to exceed amount of $132 for the trip ($44*3).

A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE) Breakdown for partial days

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When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

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6-25-13
6-26-14
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6-27-17
6-28-18
6-27-19

Juvenile Bureau

BOARD APPROVED

JUN 21 2012

LAWTON PUBLIC SCHOOLS

Memorandum of Understanding

Whereas, the problems of gang activity impacts the safety and the overall health and development of the community and its people and

Whereas, the community desires to cooperatively implement comprehensive strategies that will effectively reduce the harmful effects of gang activity, and

Whereas, the community is comprised of various segments that each have a stake in the development and implementation of effective efforts to reduce gang activity and its detrimental impact on the community.

THEREFORE, LET IT BE AGREED THAT the following parties will enter into this Memorandum of Understanding to state their commitment to the process of implementing the Bureau of Justice Assistance Project Safe Neighborhood Project and the Office of Juvenile Justice & Delinquency Prevention Comprehensive Gang Intervention Model in our community.

The parties to this Memorandum of Understanding agree to maintain open lines of communication and to work cooperatively with each other and other segments of the Lawton – Fort Sill community to develop strategies consist with the Project Safe Neighborhood and Comprehensive Gang Intervention Model.

This Memorandum of Understanding is non-binding on any of the parties and any of the parties may withdraw from this Memorandum of Understanding with written notice to the other parties.

The roles and duties of the parties set forth herein shall not be amended without the necessary prior approval of the responsible party, but new parties with their own identified roles and duties may be added to this Memorandum of Understanding as circumstances require when proper authorization to do so has been granted by their governing authority.

It is with a sense of hope and promise that the parties enter this agreement to promote the health and safety of our community.

Dated this 1st day of June, 2012.

Roles and Duties of the Lawton Public Schools (LPS)

1. The Superintendent of the Lawton Public Schools, Deputy Superintendent, or the Executive Director of Secondary Education will serve as member of the Steering Committee.

2. The LPS will collaborate with researchers from Cameron University and the Steering Committee in their efforts to an independent assessment of gang activity.

3. The LPS will collaborate with Street Outreach Workers employed by Marie Detty Youth & Family Services as a part of this initiative.

4. The LPS Director of Security will collaborate with law enforcement agencies that are working toward suppression of gang activity.

6/21/12

Barry Beauchamp, Superintendent/
Lawton Public Schools

Vice PRESIDENT, LAWTON BOARD OF EDUCATION

BOARD APPROVED

DEC 09 2019

LAWTON PUBLIC SCHOOLS

ADDENDUM No. 1
SUPERINTENDENTS CONTRACT

Addendum to contract between Independent School District No. 8, Comanche County, Oklahoma (District) A/K/A Lawton Public Schools and Kevin W. Hime (Superintendent) dated the 9th day of December 2019.

The District and Superintendent agreed that it is in the Districts best interest for the superintendent to periodically be physically present in the District prior to July 1, 2020, to begin the transition to his full-time employment. The District shall pay the superintendent for work prior to July 1, 2020 at his contracted daily rate of pay using the number of days contracted by 12-month employees for the calculation. The District will also pay the applicable mileage at the IRS reimbursement rate for travel during this time.

IN WITNESS WEHREOF, the parties hereto have executed this Addendum as of the date first above written.

Independent School District No. 8,
Comanche County, Oklahoma
A/K/A Lawton Public Schools

Independent School District No. 8 Official SEAL Comanche County, Oklahoma

Attest: Kathy Bentley
Clerk of the Board

By: _____
President, Board of Education

_____
Kevin W. Hime, Superintendent

BOARD APPROVED

DEC 09 2019

LAWTON PUBLIC SCHOOLS

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made and entered into this 9th day of December 2019 by and between Independent School District No. 8 Comanche County, Oklahoma,("District"), also known as Lawton Public Schools and Kevin W. Hime ("Superintendent").

WHEREAS, District hereby agrees to hire Kevin W. Hime to be employed as superintendent of Lawton Public Schools and Kevin W. Hime hereby agrees to accept this offer of employment;

THEREFORE, the parties hereby enter into this contract, subject to the following terms and conditions:

TERM. In consideration of the premises contained herein, District hereby employs, and Kevin W. Hime hereby accepts employment as superintendent of Lawton Public Schools for a term commencing July 1, 2020 and ending on June 30, 2023, subject to such conditions and limitations as may be prescribed by law.

CERTIFICATION. Kevin W. Hime acknowledges that Kevin W. Hime has a valid certificate to serve as a superintendent of schools in the State of Oklahoma and agrees to keep such certificate on file in District's administrative office and maintain such certificate in good standing during the term of this contract.

DUTIES. Kevin W. Hime agrees to perform in good faith the duties required of District's superintendent of schools. Said duties shall be those prescribed by federal and state law, Oklahoma State Department of Education regulations, policies established by the District Board of Education, the job description of Superintendent, and all evaluation documents concerning Kevin W. Hime. Kevin W. Hime also has the responsibility to obtain all necessary training pertaining to the performance of Superintendent's duties. Said necessary training shall be at district expense, as authorized by the District Board of Education.

Superintendent shall select and recommend for employment appropriate personnel and consultants and shall direct, supervise, transfer, assign and reassign all personnel in the manner which in his judgment best serves the District, subject to the policies, regulations and budget of the District.

GOALS AND EVALUATION. No later than October 1 of each year of this Contract, the Board and Superintendent shall discuss and mutually agree on District goals that will be part of Superintendent's evaluation. Superintendent shall be evaluated utilizing the annual agreed-upon goals. No later than June 30 of each year of this Contract, the Board shall evaluate Superintendent's performance using the agreed-upon goals. Prior of the Board conducting its annual evaluation, Superintendent shall provide the Board a self-appraisal of his performance, including progress toward the agreed-upon goals. As part of the annual evaluation process, the Board shall consider Superintendent's self-appraisal and progress toward the agreed-upon goals.

In addition to the duties listed above, Kevin W. Hime shall have the responsibility for filing a copy of this contract, and any subsequent addenda, with the Oklahoma State Department of Education within fifteen (15) days of execution.

ANNUAL BASE SALARY. Kevin W. Hime shall be paid an annual base salary of Two Hundred and Nine Thousand Dollars ($209,000) per year payable in accordance with the District's schedule of payments. The District and Superintendent acknowledge that, during the term of this Contract, Superintendent's annual base salary may increase but it may not decrease unless by mutual agreement.

FRINGE BENEFITS: In addition to the salary provided herein, Superintendent shall receive the following fringe benefits:

(a) Insurance: Medical, Vision, and Dental Insurance for each fiscal year of the term of this Contract, the District will pay 100% of the premiums for Superintendent for medical, vision and dental insurance Premium payments shall be made to the insurance plan of the Superintendent's choice from the list of plans approved by the District.

(b) Travel Expense Reimbursement: Superintendent shall be entitled to the reimbursement of itemized actual expenses incurred by the Superintendent in the performance of the duties as set forth in this contract, unless otherwise limited by any established District policy. Said reimbursement shall not exceed the amount authorized by the District Board of Education. Superintendent shall provide receipts identifying the items purchased and their unit cost in advance of reimbursement;

(c) Vehicle Reimbursement: Superintendent, when using the Superintendent's personal vehicle for the performance of duties as set forth herein, shall be reimbursed for expenses related to such duties at a rate approved by Internal Revenue Service. Superintendent shall be responsible for carrying the appropriate amount of auto insurance and for all maintenance work required on the vehicle.

(d) Leave: District shall provide the Superintendent with annual sick leave, personal business leave, and other forms of leave as are provided to other full-time Central Office certified administrators. 15 days of vacation leave, and 12 days of sick leave. Vacation shall be cumulative up to 45 days. Upon termination of this contract, the Superintendent may redeem any accumulated vacation leave for cash value. The value of any accumulation of vacation or sick leave must be computed on the same formula as is used for all other full-time employees of the school district. Alternatively, the Superintendent may transfer any accumulated sick leave to another school district in Oklahoma, upon the termination of this contract.

(e) Transferred Sick Leave: Superintendent may transfer any sick leave accumulated in another school district in Oklahoma up to sixty (60) days. Superintendent promises, covenants and represents that any sick leave so transferred into District shall be unused sick leave which shall not have been redeemed, "cashed-in," or purchased from Superintendent for any form of consideration by any previous school district that employed Superintendent.

(f) RETIREMENT CONTRIBUTIONS. For the contract term, the District agrees to pay both the employer's and employee's statutory contribution to the Oklahoma Teacher Retirement System (OTRS) for the benefit of the Superintendent.

(g) Communication and cellular phone allowance: As a condition of his employment, the Superintendent is required to be "on the clock around the clock." As a result, the Superintendent is required to own a cell phone to fulfill his responsibilities and obligations under this contract. The District agrees to pay the superintendent the sum of $200 per month ($2,400 per year) to fulfill this requirement. Pursuant to applicable federal law the amount paid to the superintendent under this provision will be included in the Superintendent's annual earnings statement (W-2). Accordingly, the Superintendent need not document his personal or business usage of the cell phone nor provide any cell phone records to the District.

(h) Taxable Expense Account - The District will pay Superintendent five hundred dollars ($500) per month to be used by the Superintendent for the Superintendents' promotion of the District by participating in civic and community activities, social functions and participation in after-school functions. This payment shall be in addition to any other allowable expense reimbursements. Such payments shall be paid at regular payroll periods and shall be subject to all lawful withholdings.

JURISDICTION AND SEVERABILITY. This contract is entered into in the State of Oklahoma and shall be performed in the State of Oklahoma. Accordingly, the laws of the State of Oklahoma shall govern this contract. Should any provision of this contract be found contrary to the law by a court of competent jurisdiction, all other provisions of this contract shall remain in full force and effect.

Professional Organizations - The Board desires that the Superintendent hold membership in state and national professional organizations as well as local civic organizations. Whenever possible, the membership shall be entered in the District's name, and the Superintendent shall serve as the district representative. For professional and community organizations that require individual membership, the Board agrees to pay the membership dues as part of this contract; provided, however, that the Superintendent must remain in good standing with these organizations. Such dues shall be reported as income to appropriate state and federal taxing authorities. The District as provided by policy shall pay expenses for the Superintendent to attend professional meetings at the local, state, and national level. The Superintendent should also attend local civic functions as time permits.

UNILATERAL TERMINATION BY DISTRICT. In the event District unilaterally decides to terminate this contract, without legal cause, prior to the completion of the term provided herein, the damages recoverable by the Superintendent shall be limited to an amount equal to one year of salary and fringe benefits as set forth herein. If less than one year of the term remains when such termination occurs, the damages recoverable shall be decreased proportionately. The damages set forth in this provision shall be binding unless otherwise agreed between District and Superintendent.

Termination Or Non-renewal of Contract. This contract may be terminated or non-renewed in accordance with Oklahoma law.

Renewal of Contract - - The District agrees that the Board of Education of the District will evaluate the superintendent and consider the extension of the Superintendent's contract for the 2023-24 fiscal year no later than the January, 2021 meeting of the Board of Education.

Amendment to Contract - - This Contract may only be amended by a mutually executed written agreement which is properly approved by the Board of Education of the District pursuant to a lawfully called and conducted meeting.

Obligation Beyond Term of Contract - - Nothing in this Contract shall be interpreted to create any obligation of the District beyond the term of this Contract.

IN WITNESS WHEREOF, the parties have signed this Contract the year and date set forth above

Independent School District No. 8,
Comanche County, Oklahoma
A/K/A Lawton Public Schools

Official SEAL

Attest: _____
Clerk of the Board

By: _____
President, Board of Education

_____
Kevin W. Hime, Superintendent

kollegetown SPORTS

Riddell®

BOARD APPROVED
FEB 2 1 2019
LAWTON PUBLIC SCHOOLS

LAWTON MACARTHUR HS SOCCER _____

PRINTED NAME _____

SIGNING DATE _____

AGREEMENT RUNS FROM ____/____TO____/____

KENT JESTER, PRESIDENT
LAWTON BOARD OF EDUCATION
6-27-19

KOLLEGE TOWN SPORTS _____

PRINTED NAME JEFF HANDLEN – VICE PRESIDENT

SIGNING DATE _____

AGREEMENT RUNS FROM ____/____TO____/____

CONFIDENTIALITY: THE PARTIES AGREE THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL AND EXCEPT AS REQUIRED BY APPLICABLE LAW, THE PARTIES SHOULD NOT DISCLOSE IN ANY WAY OR TO ANY THIRD PARTY ANY TERMS OF THIS AGREEMENT. THE RELATIONSHIP AMONG KOLLEGE TOWN SPORTS AND **LAWTON MACARTHUR HS SOCCER** SHALL BE THAT OF INDEPENDENT CONTRACTORS. THIS AGREEMENT MAY BE EXECUTED IN TWO (2) COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL BUT BOTH OF WHICH TOGETHER SHALL CONSTITUTE ONE IN THE SAME AGREEMENT. ANY BREACH OF THIS CONFIDENTIALITY AGREEMENT BY EITHER PARTY CAN RESULT IN THE OFFER BECOMING NULL AND VOID.

TERMINATION: A PARTY MAY TERMINATE THIS AGREEMENT IN THE EVENT OF A MATERIAL BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT BY ANY OTHER PARTY AND FAILURE BY SUCH BREACHING PARTY TO TIMELY CURE THE BREECH BY GIVING NOTICE AS HEREINAFTER PROVIDED. IN THE EVENT OF A BREACH, EITHER OF THE NON-BREECHING PARTIES SHALL PROVIDE THE BREACHING PARTY WITH WRITTEN NOTICE OF THE BREACH SPECIFYING IN REASONABLE DETAIL THE NATURE OF THE BREACH. SUCH NOTIFICATION SHALL TERMINATE THIS AGREEMENT IN ITS ENTIRETY WITH RESPECT TO ALL OF THE PARTIES. IN ADDITION, UNDER ARMOUR MAY IMMEDIATELY TERMINATE THIS AGREEMENT BY PROVIDING WRITTEN NOTICE OF TERMINATION TO ORGANIZATION IF TEAM COACHES OR TEAM MEMBERS FAIL TO WEAR AND/OR USE THE UNDER ARMOUR PRODUCTS.

PROTECT THIS HOUSE.®

I WILL

COMPENSATION PACKAGE:

LAWTON MACARTHUR HS SOCCER WILL RECEIVE $3,000 BLANK RETAIL DOLLARS OVER 3 YEARS UPON SIGNING THE AGREEMENT. THE RETAIL DOLLARS ARE TO BE USED AT THEIR DISCRETION FOR UA TEAM CATALOG MERCHANDISE AND FANAKTIVE. UA PRODUCT TO INCLUDE SHOES OR APPAREL. THIS PRODUCT WILL BE DISTRIBUTED TO THE ORGANIZATION'S DIRECTOR. **LAWTON MACARTHUR HS SOCCER** WILL RECEIVE ANOTHER 5% UA BLANK RETAIL DOLLARS ON ALL PURCHASES AFTER THE $10,000 MINIMUM IS SECURED.

SPECIAL OFFER: IF MORE THAN 500 SAVINGS PASSES ARE SOLD, THE 5% BECOMES 10% ON ALL PURCHASES AFTER THE $10,000 MINIMUM IS SECURED. UA BLANK RETAIL PAID OUT AT THE END OF EACH 12 MONTH PERIOD.

RETAIL DOLLARS USED AT OD'S DISCRETION. ALL **LAWTON MACARTHUR HS SOCCER** PARTICIPATING SPORTS AND YOUTH ORGANIZATION VOLUME COUNTS TOWARDS BLANK RETAIL DOLLARS.

$1,000 UP FRONT IN YEAR ONE (BASED ON AGREEING ON MINIMUM $10K SPEND).
$1,000 UP FRONT IN YEAR TWO (BASED ON AGREEING ON MINIMUM $10K SPEND).
$1,000 UP FRONT IN YEAR THREE (BASED ON AGREEING ON MINIMUM $10K SPEND).

LAWTON MACARTHUR HS SOCCER WILL RECEIVE PERFORMANCE INCENTIVES BASED ON SEASON SUCCESS (HIGHEST ACHIEVEMENT AWARDED).

- WINS CONFERENCE REGULAR SEASON CHAMPIONSHIP = $100 (BLANK RETAIL DOLLARS)
- NATIONAL QUALIFIER (TEAM TOP 4) = $300 (BLANK RETAIL DOLLARS)
- WINS NATIONAL CHAMPIONSHIP = $1,000 (BLANK RETAIL DOLLARS)

kollegetown SPORTS

PROTECT THIS HOUSE.®

1) **Lawton MacArthur HS Soccer** will receive Kollege Town Sports Honors Pricing (40% off Retail) bulk apparel and (35% off Retail) on footwear. Equipment discount varies by brand and by product. Will be quoted highest discount based on brand and product. Any non-branded (other than Under Armour or preset grids) apparel will be discounted based on product quoted by the rep with the maximum discount available for that product. All Online Stores will be priced at standard KTS Online Store pricing (approximately 20% off).

2) **Lawton MacArthur HS Soccer** will receive 40% off on uniforms. All Custom Uniforms must be ordered by UA's first uniform deadline per each season. KTS Rep will inform all participating sports on timeframe. UA cheerleading uniforms do not qualify for the 40% discount.

3) **Lawton MacArthur HS Soccer** will receive 40% off on fanaKTive (an additional 10% to the fanaKTive catalog equals the 40% off).

4) **Lawton MacArthur HS Soccer** will receive 1 complimentary co-branded UA fanaKTive vinyl banner to be placed in the facility.

5) **Lawton MacArthur HS Soccer** will receive profit on any online store. Any Team or sublimated store will receive the profit based on price selection by the organization. $600 in volume must be purchased on any Online Store to receive profits. If under $600, KTS keeps any profits.

6) **Lawton MacArthur HS Soccer** will receive contract pricing for Screen-Printing/Embroidery. Names and numbers to be quoted based on volume. All screens, set ups and art are included in Screen-Printing.

7) **Lawton MacArthur HS Soccer** will receive reporting quarterly to show volume spent with KTS.

8) **Lawton MacArthur HS Soccer** will have the use of KTS logo and UA logo on all websites, periodicals, etc. ALL designs or uses must be approved by the appointed KTS sales rep or executive team member.

9) **Lawton MacArthur HS Soccer** online stores will all be individually packaged for distribution to athletes. Individual Shipping to homes is a special request and must be approved before online store goes live.

10) **Lawton MacArthur HS Soccer** blank retail dollars may not be used for Team Uniforms or T-Shirts.

kollegetown SPORTS

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I WILL.

PROGRAM REQUIREMENTS:

1) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST OFFER FOOTWEAR WITH KOLLEGE TOWN SPORTS (WHERE APPLICABLE).
2) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST PURCHASE ALL COMPARABLE PRODUCTS FROM KOLLEGE TOWN SPORTS, AND NOT FROM ANOTHER VENDOR.
3) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST WEAR UNDER ARMOUR UNIFORMS.
4) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST PURCHASE ALL PLAYER MERCHANDISE WITH KOLLEGE TOWN SPORTS.
5) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST OFFER AN ONLINE TEAM STORE AND SUBLIMATED JERSEY STORE.
6) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST OFFER A SAVINGS PASS FUND RAISER (AT LEAST ONE PER ATHLETE).
7) **LAWTON MACARTHUR HS SOCCER** TEAMS MUST STAY CURRENT ON BILLING. COMP DOLLARS CAN BE TAKEN AWAY AT KTS DISCRETION IF NOT PAID WITHIN THE 30-DAY TERMS. ANY ORDER SURPASSING 90 DAYS PAST DUE FORFEITS SCHOOL REBATE ON THAT ORDER.
8) **LAWTON MACARTHUR HS SOCCER** WILL REFER TO KOLLEGE TOWN SPORTS AS THE OFFICIAL SUPPLIER OF **LAWTON MACARTHUR HS SOCCER** AND UNDER ARMOUR AS THE OFFICIAL BRAND OF **LAWTON MACARTHUR HS SOCCER.** THIS AGREEMENT WOULD COVER ANY KTS SPONSORSHIPS THROUGHOUT THE AGREEMENT.
9) **LAWTON MACARTHUR HS SOCCER** MUST MAKE 1 ANNOUNCEMENT PER GAME WHERE APPLICABLE REGARDING #8 OF THE PROGRAM REQUIREMENTS.

kollegetown SPORTS

SCOPE OF SERVICES:

THIS IS A KOLLEGE TOWN SPORTS AGREEMENT. THAT MEANS UNDER ARMOUR WILL BE USED IN ALL INSTANCES WHERE THIS BRAND HAS A PRODUCT OFFERING. THERE MAY BE SITUATIONS WHERE **LAWTON MACARTHUR HS SOCCER** WOULD NEED TO SECURE AN ALTERNATIVE BRAND (EX: WILSON, GILDAN, ALLESON) TO OBTAIN THE DESIRED PRODUCT BASED ON PRODUCT OFFERING, AVAILABILITY AND PRICE. THIS WILL BE AGREED UPON BY THE KOLLEGE TOWN SPORTS SALES REPRESENTATIVE.

ADDITIONALLY, WE OFFER OUR FANAKTIVE LINE OF PRODUCTS FOR ALL YOUR SIGNAGE, OFFICE DECORATION, LOCKER ROOM DECORATION, BOOSTER GIFTS, AND AWARD NEEDS. SEE THE FANAKTIVE CATALOG FOR ALL OPTIONS.

EMBELLISHMENT CHARGES ARE NOT INCLUDED IN THE PERCENTAGE OFF LISTED IN THE COMPENSATION PACKAGE. EMBELLISHMENT CHARGES WOULD NEED TO BE ADDED. EMBELLISHMENT CHARGES NEED TO BE ADDED TO ANY BLANK RETAIL DOLLARS AWARDED AND ANY STOCK UNIFORMS ORDERED AS WELL.

KOLLEGE TOWN SPORTS HAS ASSIGNED **JEFF HORROCKS** TO SERVICE THE **LAWTON MACARTHUR HS SOCCER**. THE KOLLEGE TOWN SPORTS SALES TEAM IS A VERY KNOWLEDGEABLE, EXPERIENCED SALES GROUP WHEN IT COMES TO HIGH LEVEL TEAM SPORTS AND EXPECTATIONS BEING MET. KOLLEGE TOWN SPORTS WILL MEET ALL **LAWTON MACARTHUR HS SOCCER** GRAPHIC STANDARDS. WE ARE VERY FAMILIAR WITH LICENSING PROCESSES AT ALL OF THE LICENSING ORGANIZATIONS, IF THIS SHOULD PERTAIN TO THIS GROUP.

PROTECT THIS HOUSE.®

I WILL

ORDERING:

KOLLEGE TOWN SPORTS OFFERS THREE PRIMARY WAYS OF PLACING AN ORDER:

1. BULK ORDER – WE ARE PROVIDED SIZES AND QUANTITIES FOR WHICH WE PRINT AND SHIP TO **LAWTON MACARTHUR HS SOCCER** BUT NOT PRE-PACKED.

2. FUNDRAISER/PLAYER PACKS – FORMS ARE PROVIDED TO US FOR WHICH WE TALLY, ORDER AND PRODUCE AND PRE-PACK ALL ORDERS SHIPPED TO **LAWTON MACARTHUR HS SOCCER**. OF NOTE, THESE CAN NOW BE DONE ONLINE.

3. ONLINE STORES –
   a. TEAM STORES (1-8 ITEMS). TEAM STORE ITEMS/SELL PRICE ARE DETERMINED BY COACH. THESE ORDERS WILL BE PRE-PACKED AND WILL BE SHIPPED TO **LAWTON MACARTHUR HS SOCCER.**
   b. FANAKTIVE STORES (PRESET ITEMS). ITEMS/PRICE ARE PRE-DETERMINED AND MAY NOT BE CHANGED. THESE ORDERS WILL BE PRE-PACKED AND CAN BE SHIPPED TO **LAWTON MACARTHUR HS SOCCER.**
   c. SUBLIMATED STORES (1-8 ITEMS OR TEMPLATE). TEAM STORE ITEMS/SELL PRICE ARE DETERMINED BY COACH OR CHOSEN TEMPLATE. THESE ORDERS WILL BE PRE-PACKED AND CAN BE SHIPPED TO **LAWTON MACARTHUR HS SOCCER.**

   KOLLEGE TOWN SPORTS WILL PROVIDE ART PROOFS FOR APPROVAL TO **LAWTON MACARTHUR HS SOCCER** PRIOR TO PRODUCING AN ORDER. SPECIFIC ORDERING AND ART PROOF GUIDELINES WILL BE FOLLOWED AS REQUESTED.

ADDITIONAL INFORMATION:

KOLLEGE TOWN SPORTS WILL CHARGE **LAWTON MACARTHUR HS SOCCER** THE FOLLOWING FEES ASIDE FROM NORMAL PRICING:

1. SHIPPING
2. LOGO DIGITIZING FOR EMBROIDERY - $50 PER UNIQUE LOGO (1 TIME FEE)
3. EMBELLISHMENT FEES
4. INSTALLATION FEE FOR FANAKTIVE PRODUCTS IF REQUESTED
5. ALL PURCHASES MADE BY INDIVIDUAL CUSTOMERS (NON-INTERNAL CONSUMPTION) WILL BE CHARGED APPLICABLE SALES TAX.

KOLLEGE TOWN SPORTS CAN PRESENT WITH OUR PROPOSAL, IF NEEDED, MANY OF THE CATALOGS THAT MIGHT BE USED FOR ORDERING. IF THIS ADDITIONAL INFORMATION IS NEEDED, PLEASE REQUEST FROM THE KOLLEGE TOWN SPORTS SALES REPRESENTATIVE. THESE CATALOGS ARE ALSO FOUND ONLINE AT WWW.KOLLEGETOWN.COM.

KOLLEGE TOWN SPORTS HAS SERVICED MANY SIMILAR ACCOUNTS OVER THE PAST SEVERAL YEARS. WE ARE VERY EXPERIENCED IN YOUTH AND TEAM SPORTS. WE WILL SYSTEMATICALLY ASSIST **LAWTON MACARTHUR HS SOCCER** WITH IMPROVING AND GROWING BRAND RECOGNITION LOCALLY, REGIONALLY, AND EVEN NATIONALLY.

ALL PRODUCTS PURCHASED WILL BE OF HIGH QUALITY AND DELIVERED IN A TIMELY MANNER.

PRICING:

KOLLEGE TOWN SPORTS WILL CALCULATE PRICING FOR UNDER ARMOUR PRODUCTS BASED ON THE PROPOSED DISCOUNT. PRICING FOR ITEMS FOUND IN OTHER CATALOGS WILL BE DETERMINED UPON REQUEST.

Gary Dees

From: Warren weeden <bikeweeden@aol.com>
Sent: Thursday, February 7, 2019 10:54 AM
To: Gary Dees; Marcus Williams
Subject: Kollege town sports agreement

Mr. Dees,

The agreement between MacArthur High school Soccer and Kollege Town Sports (owned by Riddell), is a positive arrangement for MHS Soccer student athletes. The discounts on Under Armour products will allow us to save activity fund, and booster club money and this allows us to provide more for our players. There are no negative impacts for our students.

Our students are not required to purchase anything to play soccer. The "must" requirements in this agreement are on team purchases. Footwear is offered in this agreement, but no MHS player is required to purchase or wear Under Armour cleats.

The length of the agreement, 3 years, will help MHS soccer plan our spending over this period of time as we look to future uniform and equipment purchase cycles. If at anytime we need to stop this agreement MHS soccer can, by notifying Kollege Town Sports and paying all outstanding invoices.

All money spent on behalf of MacArthur High School Soccer, either by the booster club, activity funds or LPS, will be credited by Kollege Town Sports, toward earning incentive Retail Dollars that will be spent to benefit our teams at the discretion of our coaches.

Fund raising opportunities in this agreement must be offered by MHS Soccer, but participation is not required.

Having met and worked with the area representative for Kollege Town Sports we feel this will be a great partnership for MacArthur High School's Soccer Teams.

Respectfully,

Marcus Williams

MHS Head Soccer Coach

Warren Weeden

MHS Soccer Booster Club President

COOPERATIVE AGREEMENT
between
Lawton Public Schools and Lawton-Fort Sill Chamber of Commerce
VOCATIONAL TRAINING PROGRAM

BOARD APPROVED
FEB 04 2019 6-27-19
LAWTON PUBLIC SCHOOLS

PURPOSE

The purpose of this agreement is to facilitate an effective, cooperative working relationship between the Special Education Division of the Lawton Public Schools, the Transitional 18-21 Year-Old Program, and Lawton-Fort Sill Chamber of Commerce. The overall cooperative program endeavor is a comprehensive and coordinated effort to identify and serve students enrolled in the Transitional 18-21 Year Old Program. The agreement will enhance the agencies' ability to work together in a team effort with joint responsibility for providing vocational training for the students.

GOALS AND OBJECTIVES

The Lawton Public Schools and Lawton-Fort Sill Chamber of Commerce, recognize that they have certain common goals as providers of human services for students who require transitional services after high school. Both agencies are concerned with the over-all life adjustment of these young person's within this community, including their ability to acquire the skills and training for transition from the world of school to the world of work with the ultimate goal of preparing the students to become employed. A major goal of this cooperative program is to help each student acquire a variety of vocational training skills.

STAFFING

A meeting composed of a representative from Lawton Public Schools and Lawton-Fort Sill Chamber of Commerce (advisory group) will be held at least once each semester while the vocational program is in session. The purpose of this meeting will be to develop program guidelines, discuss necessary coverage from job coaches, review program progress, and make recommendations as determined by the advisory group.

CONFIDENTIALITY

Confidentiality procedures as prescribed by the Family Educational Rights and Privacy Act (FERPA), and the Special Education Division of the Oklahoma State Department of Education, and Lawton Public Schools' Student Code will be observed both on the school campus and at Lawton Chamber of Commerce. The Transitional 18-21 Year Old staff with Lawton Public Schools will be responsible for compliance with the policies and procedures. In addition, any confidential information released from one of the cooperating agencies to the other should be limited to purposes directly connected with the administration of the vocational program and should not be released either directly or indirectly for any other purpose. A signed release must be obtained before information is released.

MEDICATION

The Lawton School Board policy on dispensing of medication to students will be enforced at Lawton-Fort Sill Chamber of Commerce and while transporting students to and from the facility. (See Section 60 of Lawton Public Schools' Board of Education Policies and Administrative Procedures, Revised July 1997).

STUDENT BEHAVIORS

The behavioral components of each student's Individualized Education Program will be in effect at all locations (Lawton Public School facilities and Lawton-Fort Sill Chamber of Commerce).

PROGRAM LOCATION

The program locations will be Eisenhower High School or other designated Lawton Public School facility and Lawton-Fort Sill Chamber of Commerce.

PROGRAM DURATION

The starting date for the vocational training program will be Lawton-Fort Sill Chamber of Commerce. It will be in operation five (5) days per week for 2 or 3 hour work periods determined by the advisory group. Program duration will be individualized based on the student's plan with both Department of Rehabilitation Services and Lawton Public Schools through the 2024 – 2025 school year.

INDEMNITY

Each party agrees to indemnify and hold harmless the other from any claim, demand, action, or cause of action caused by either party, its agents, employees or invitees.

RESPONSIBILITIES OF PARTIES

A. **The Lawton Public Schools will have the following responsibilities:**
   a. **Provide one teacher and one job coach to provide supports to the student during each work day.**
   b. **Provide student transportation to and from school site and Lawton-Fort Sill Chamber of Commerce each day the program is in session.**
   c. **Maintain comprehensive general liability insurance in minimum limits of $1,000,000.00 and furnish a certificate evidencing such coverage to Lawton Chamber of Commerce.**
B. **Lawton-Fort Sill Chamber of Commerce will have the following responsibilities:**
   a. **Provide a safe and healthy physical facility for the day-to-day operation of the vocational training.**
   b. **Provide vocational training materials and/or in-service training appropriate for the student's job placement for use in future job situations and the Lawton-Fort Sill Chamber of Commerce work site.**
   c. **Designate one on-site staff member as program liaison available to the school staff.**
   d. **Maintain comprehensive general liability insurance in minimum limits of $1,000,000.00 and furnish a certificate evidencing such coverage to Lawton Public Schools.**

TERMS OF AGREEMENT

This agreement may be terminated by either the Lawton Public Schools or Lawton-Fort Sill Chamber of Commerce, upon thirty (30) days written notice.

Representative of Lawton-Fort Sill **Chamber of Commerce**

Lawton Public School Board Member

Superintendent of Schools

Principal of Participating School

Special Education Director

Transitional 18-21 Year Old Program

BOARD APPROVED

AUG 03 2015

LAWTON PUBLIC SCHOOLS

6-28-16
6-27-17
6-28-18
6-27-19

LEVEL 10

AGREEMENT

This Agreement is made this____day of_____2015, by and between Lawton Public ("School"), and KLK Holdings, Inc., d/b/a Level 10, an Iowa corporation ("Level 10"), together, the "Parties."

1. USE OF MARKS

(a) Continued Use. School authorizes, subject to the terms of this Agreement, Level 10's non-exclusive use of the words, works, marks, logos, and identifying features identified on Schedule A ("Marks") and Artwork (defined below) in connection with the manufacture, sale and distribution of garments, "spirit wear," and other items ("Goods").

(b) Third-Party Rights. School warrants to Level 10 that the Marks do not and shall not contain any content that infringes on or violates any applicable law, regulation or rights of a third party, including, without limitation, any proprietary, intellectual property, or contract rights.

(c) Term and Renewal. The term of this Agreement shall be for two (2) years from the date first appearing above; provided, however, that either Party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other Party, and, unless a later date is specified in such notice, termination shall be effective sixty (60) days after the date such notice is given. Unless a Party provides the other Party with thirty (30) days written notice, this Agreement shall automatically renew at the conclusion of the initial term for another 2 year term and will continue to do so at the completion of each 2 year term. After expiration or termination of this Agreement, Level 10 may dispose of Goods which are on hand or in process at the time of expiration or termination, provided the Payment for such sales is paid to School.

(d) Level 10 agrees that all use of the Marks by Level 10 shall inure to the benefit of and be on behalf of School. Level 10 agrees that nothing in this Agreement shall give Level 10 any right, title or interest in the Marks other than the right to use the Marks as described herein.

2. QUALITY OF MERCHANDISE: Level 10 agrees that the Goods shall be of such style, appearance and quality as to be adequate and suited to enhance the goodwill pertaining to the Marks, that such Goods will be manufactured, sold and distributed in accordance with all applicable federal, state and local laws, and that the manufacture, sale and distribution shall not reflect adversely upon the good name of School or any of its programs or the Marks.

3. ARTWORK: School agrees to provide to Level 10 reproducible color copies of Marks, diagrams, logos, fonts, and color specifications presently existing or developed in the future ("Artwork") on the reasonable request of Level 10. Level 10 shall be entitled to use all Artwork and designs used in relation to the Marks, or any reproduction thereof, if such Artwork is developed or created by Level 10. Level 10 reserves the right to display Artwork created by Level 10 in its portfolio for the purposes of advertising and custom artwork creation.

4. PAYMENT BY LEVEL 10:

(a) Level 10 agrees to pay School, a royalty in the amount of eight percent (8%) of Level 10's Net Sales ("Payment"). "Net Sales" shall mean Level 10's gross sales of Goods, less all discounts and allowances actually given and, further, less any bona fide returns.

(b) Periodic Statements. On or before October 31st of each calendar year, Level 10 will furnish to School, or School's representative, a statement showing the number and description of the Goods bearing any Marks sold by Level 10 to its vendors during the preceding period of July 1 to June 30, as well as itemized deductions for returns of any Goods distributed and/or sold during the preceding year. The statement will be accompanied by the Payment.

(c) Final Payment. Thirty (30) days after the expiration of this Agreement, or, in the event of its termination, thirty (30) days after the effectiveness of the termination, Level 10 shall make a final payment for sales made prior to the expiration or termination of this Agreement.

(d) Royalty payment shall be sent to:

Attn: LPS Athletic Dept.
Street Address: PO Box 1009
City, State, Zip: Lawton, Oklahoma, 73502-1009

5. RELEASE: School acknowledges that Level 10 has made past use of the Marks, and by this Agreement and the consideration given herein, School releases all claims against Level 10, or any customers or suppliers of Level 10, arising from such use prior to execution of this Agreement.

6. INDEMNIFICATION: Each Party agrees to defend, indemnify and hold harmless the other Party, its employees, officers, directors, agents, shareholders, partners, subsidiaries, attorneys, affiliates, predecessors, successors, personal representatives, heirs, assigns, insurers, and contractors (collectively referred to as "Indemnities") from and against all claims, liabilities, losses, costs, expenses, judgments, executions and damages (including reasonable attorney's fees) imposed on, incurred by, or asserted against such Indemnities, or any of them, in any claim, action, or proceeding arising out of a Party's breach of this agreement or its representations and warranties contained herein.

7. NO JOINT VENTURE: Nothing herein contained shall be construed to place the Parties in the relationship of partners or joint ventures, and neither Patty shall have the power to obligate or bind the other Party in any manner whatsoever.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the day and year first written above.

KLK Holdings, Inc.; DBA Level 10	Lawton Public ("School")
Name: _____	Name: _____
Title: _____	Title: HELENA JOHN, PRESIDENT LAWTON BOARD OF EDUCATION
Date: _____	Date: 8-3-15

(01914007)

BOARD APPROVED

OCT 12 2015

6-28-16
6-27-17
6-28-18
6-27-19

LAWTON PUBLIC SCHOOLS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is by and between (print school name) LAWTON PUBLIC SCHOOLS (the "School") and LRG Prep, LLC, of 7990 North Point Blvd, Suite 120, Winston-Salem, NC 27106 ("LRG"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School and LRG agree as follows:

1. Use of Marks. The School gives LRG the **non-exclusive** right and a license to use its Marks and to authorize the distribution and sale of merchandise by vendors approved by LRG. "Marks" shall mean the School's school name, nicknames, mascots, logos, designs and graphics. "Products" shall mean all merchandise utilizing the School's Marks. LRG may place a tag, label, imprint, or other appropriate mark designating the Products as associated with a merchandising program of the National Federation of State High School Associations and/or state high school association.

2. Payments. The School will be paid a minimum royalty of fifty percent (50%) on Revenues received by LRG from the sale of Products. Royalties will be paid to the School within sixty (60) days after the end of each school year. "Revenues" means royalty income resulting from the sale of Products during the term of this Agreement, which is paid to LRG by third-party licensees. "Revenues" shall not include deductions made for commissions, freight, uncollectible accounts, costs incurred in the manufacture, sale, advertisement, or distribution of the Products, or any indirect or overhead expense.

3. Booster Clubs. **Nothing in this Agreement shall prevent the School's bookstore, booster club, concessionaires, or similar entities from purchasing, selling, marketing or distributing Products.**

4. Termination. This Agreement is effective upon execution by the School and will remain in effect with a perpetual term unless and until terminated in accordance with the provisions herein. **The School may terminate this Agreement at any time by sending written notice to LRG.** Upon termination, LRG and its vendors may continue to sell the existing inventory of Products, and after sale of the existing inventory LRG shall stop using the School's Marks.

5. Use of Marks. LRG will use manufacturers and vendors to produce and distribute the Products in a manner that maintains the **integrity, character, and reputation of the School.** To serve as example only and without limitation, distribution channels for Products may include large Mass retailers, grocery and drug stores, sporting goods stores and online retailers. The School authorizes its Marks to be used for manufacture and distribution by LRG's vendors and in order to perform rights under this Agreement can be assigned or sublicensed by LRG.

6. Ownership. LRG is not obtaining any ownership of the Marks, and except as licensed to LRG by this Agreement, **all rights in the Marks will be retained by the School.** The School represents to LRG that it is the owner of all rights in the Marks, that it has the right to license the Marks to LRG.

7. Miscellaneous. This Agreement is the entire understanding between the School and LRG. This Agreement supersedes all previous understandings or agreements, oral or written, between the School and LRG, and cannot be modified except by a written agreement signed by the School and LRG. The signatory below has the authority to enter into this Agreement on behalf of School.

The following signature represent the parties have read this Agreement in its entirety and by their execution below, the parties have agreed to all the terms and conditions of this Agreement.

School/District Name: LAWTON PUBLIC SCHOOLS

Signature: Helena John

Name (please print): HELENA JOHN

Title: PRESIDENT, LAWTON BOARD OF EDUCATION

Date: 10-12-15

Address: PO BOX 1009

LAWTON, OK 73502

Email Address: mike.moore@lawtonps.org

Telephone:

EISENHOWER SENIOR HIGH SCHOOL - EAGLES
LAWTON SENIOR HIGH SCHOOL - WOLVERINES
MACARTHUR SENIOR HIGH SCHOOL - HIGHLANDERS

Please return signed agreement by mail, fax or email to:

LRG Prep (a div. of Learfield Licensing)
7990 North Point Blvd, Suite 120
Winston-Salem, NC 27106
Fax: (616) 395-2517
Email: Licensing@LRGPrep.com

LRG Prep, LLC

Signature:

Name:

Title:

Date:

BOARD APPROVED

NOV 15 2012

LAWTON PUBLIC SCHOOLS

AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN
LAWTON PUBLIC SCHOOLS
AND
MARIE DETTY YOUTH AND FAMILY SERVICES, INC.

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

This agreement is entered into effective the 1st of July, 2012, by and between **INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA,** also known as Lawton Public Schools "hereinafter referred to as District", and **MARIE DETTY YOUTH and FAMILY SERVICES, INC., an Oklahoma corporation,** "hereinafter referred to as MDYFC".

W I T N E S S E T H:

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

WHEREAS, MDYFC is responsible for the operation and maintenance of a Resident Facility which houses students who are entitled to a public education; and,

WHEREAS, the District and the MDYFC are authorized by 70 O.S. §1-113 to enter into agreements for the provision of these educational services,

NOW THEREFORE, District and MDYFC do mutually agree as follows:

1. The District agrees to provide educational services as required by law and which meet or exceed state accreditation standards for all eligible students placed in the Resident Facility pursuant to the provisions of 70 O.S. §1-

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ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

113. Eligible students are defined as those placed in the Resident Facility by court order or by the person or agency having legal custody of the child pursuant to state law.

In accordance with 70 O.S. §1-101, et seq., The Individuals with Disabilities Education Act, 20 U.S.C. 1401, et. seq. and other State and Federal laws pertaining to special education programs for handicapped children, it is acknowledged by both parties that handicapped children who reside at MDYFC are entitled to special education services. It is further acknowledged that in the event that the certified teacher at MDYFC has requested District to employ is not a certified special education teacher, that special education services to be provided to residents of MDYFC by District shall be restricted to those types of services generally provided to special education students on a home bound program. The determination of whether a child is eligible for special education shall be made by the District, under rules and regulations approved by the State Board of Education. Where appropriate and when requested, MDYFC may provide assistance in determining which children at MDYFC are eligible and in need of special education.

The District shall, according to the District calendar, provide educational services during the 2012-2013 school year as defined by law. The District's obligations shall cease at the end of the school term (2012-2013).

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580-357-7700

2. The District shall provide a certified teacher assigned to MDYFC. The teacher, which shall be a District employee, shall work the same hours and days as are worked by other certified classroom teachers in the District. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to MDYFC and will assign substitutes, when available, in the same manner as substitutes are assigned in the District's schools. The staff assigned to MDYFC shall constitute a decision of the District. Compensation, including wages and fringe benefits, shall be provided to teachers assigned to the Resident Facility at a rate determined by the District. The District shall also provide appropriate administrative support for the educational program and maintenance of educational records.

Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of the assigned representative of MDYFC. In particular, the assigned representative of MDYFC shall provide the designee of the District with information regarding the teacher's compliance with MDYFC regulations.

Should MDYFC find any District employee to have acted in a manner which (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. §6-101, et seq., or (2) indicates an unwillingness or

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POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

inability to cooperate in achieving institutional program objectives, as provided in this contract, MDYFC shall promptly report the acts in writing to the District.

The District shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The District shall then report to MDYFC, in writing, its findings, actions and reasons for the specific action (or non action) taken. MDYFC hereby recognizes the District's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the District in such efforts as necessary and requested by the District.

To facilitate performance under this contract, the District shall have full cooperation and assistance from MDYFC, its officers, agents and employees, including, but not limited to, the maintenance of a safe and healthful working environment conducive to the provisions of educational services.

3. MDYFC agrees to provide and maintain areas appropriate for the District to conduct the educational program pursuant to this agreement. MDYFC shall be responsible for all services and costs associated with such services, which are not directly related to education.

4. The District shall furnish current textbooks, workbooks, teacher guides and other materials of the nature and type utilized in the District's Schools. MDYFC will be responsible for providing and maintaining all classroom furniture

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LAWTON, OK 73502
580-357-7700

and equipment such as teacher desks, student desks, chalkboards, storage cabinets, locking file cabinet, etc. MDYFC will supply non-instructional materials including pencils, erasers, paper, etc. MDYFC will also provide appropriate access to a copier and a computer. Any additionally requested materials, furniture, equipment, computers, or other specialized technology will be subject to agreement between MDYFC and District.

The District shall assume the responsibility for the development and supervision of curriculum taught at MDYFC.

5. Discipline policy and procedures used in the classroom shall be in accordance with state and federal law and District policy, including suspension, time-out and detention procedures. MDYFC shall provide assistance in severe, disruptive situations, and in particular shall furnish appropriate physical protection for the teacher if the teacher is subjected to threats or physical acts that place the teacher in danger of bodily harm. MDYFC will provide management and supervision of out-of-classroom suspension, time-out and detention during school. MDYFC will also provide appropriate training in behavior management for District personnel who are assigned at MDYFC.

6. The Teacher will be responsible for recording a student's enrollment, days on roll, student absences, withdrawals and other pertinent educational records according to policy of the District and state and federal law.

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ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

This information will be provided to Facility personnel upon request. Students serviced in MDYFC will earn credit for successfully completed classes in which they are enrolled in the same manner as other students within the District.

MDYFC agrees to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and their attendance in the District's educational programs.

The District shall provide maintenance of permanent of school records for students served with assistance from the Facility. Release of information and transfer of records by the Facility and District shall be governed by state and federal law.

7. MDYFC agrees to abide by all rules and regulations issued by the State Department of Education and the District. MDYFC shall certify the residence of all students to the District and shall take any steps necessary to assure attendance of residents at the daytime educational programs provided by the District.

District personnel are required to maintain the same level of confidentiality concerning information about students as required of MDYFC personnel. District personnel may maintain such data or records on said students as required by federal, state or District guidelines; however, any release of information shall be governed by applicable Federal and State law, as well as

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

District policy. This shall include, but not be limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form–Consent for Release of Confidential Information–shall be utilized, when appropriate, to expedite exchange of records.

The District shall have no responsibility for directly or indirectly financing any MDYFC programs or services.

Prior to the commencement of educational services at MDYFC under this agreement, MDYFC agrees to furnish the District with a certificate of public liability insurance coverage, naming the District as a co-insured, in minimum amounts of $25,000.00 to any claimant for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence, $125,000.00 to any claimant for all other claims arising out of a single accident or occurrence, and $1,000,000.00 for any number of claims arising out of a single accident or occurrence. The certificate shall require at least ten (10) days' notice to the District before cancellation of the coverage for any reason. MDYFC agrees to maintain said liability coverage in force during the entire term of this agreement. In addition to such insurance, and not in lieu thereof, MDYFC agrees to indemnify and hold the District, its agents, employees and officers, harmless against any claim, demand or action (including defense costs) against the District, arising from or growing out of the MDYFC programs or facilities or services provided pursuant to this agreement.

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

The term of this agreement shall begin on the 1st day of July, 2012, and end on June 30, 2013. Thereafter, the agreement shall continue in effect from year to year unless terminated by either party giving thirty (30) days notice to the other party prior to the end of the existing term. This agreement may be modified only by mutual agreement of the parties. This agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other; however, in the event SEI terminates the agreement prior to the completion of the 2012-2013 school year, or any subsequent school year, SEI shall reimburse the District for any costs, including staff salaries and fringe benefits, the District incurs for staff which cannot otherwise be utilized by the District.

EXECUTED this day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

By _____
President

MARIE DETTY YOUTH AND FAMILY SERVICE CENTER, INC.

By _____
President

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

to board 6-29-09
6-28-10
6-27-11
6-21-12
6-25-13

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

MUSEUM OF THE GREAT PLAINS

601 NW FERRIS - LAWTON, OKLAHOMA 73507 - (580) 581-3460 - FAX (580) 581-3458

March 12, 2009

MAR 12 2009
LAWTON PUBLIC SCHOOLS
OFFICE OF
SUPERINTENDENT

Mr. Barry Beauchamp
Superintendent
Lawton Public Schools
753 NW Fort Sill Blvd
Lawton OK 73507

RE: Old Lawton High School Exhibit

Dear Mr. Beauchamp:

Enclosed are photographs of stored items we are requesting for the exhibit which will be housed in the old Lawton High School. Following is a list of the requested items:

ITEMS	STORAGE LOCATION
Wooden Bookcase	Central Junior High
Wooden Desk	Central
Wooden Chair	Central
Framed *Cougar Country* Print	Central
Side-arm Desk Chairs (#1)	Warehouse
Wooden Student Desk Chairs (#2)	Warehouse
Wooden Stand Alone Student Desks (#3)	Warehouse
Three Plaster Reliefs	Warehouse

Upon receipt of the items, the Museum of the Great Plains will issue LPS a *Temporary Loan Form* for each item, which will be renewed annually.

If this meets with your approval, please sign and date below, and return this letter to us in the enclosed envelope.

Thank you for your consideration of this request. Please let me know if you have questions concerning this matter.

Sincerely,

John Hernandez
Director

LOAN APPROVED:

Barry Beauchamp, LPS Superintendent

3-13-09
Date

BOARD APPROVED

OCT 16 2017

6-27-17
6-28-18
6-27-19

Memorandum of Understanding

NeedMyTranscript (NMT)
60 N. Market St. Suite 200c
Asheville NC 28801

LAWTON PUBLIC SCHOOLS

NeedMyTranscript

Memorandum of Understanding (MOU): Lawton Public Schools

Date	Services Performed By:	Services Performed For:
September 25, 2017	NeedMyTranscript (NMT) 60 N. Market St. Suite 200c Asheville NC 28801	Lawton Public Schools 753 FORT SILL BLVD Lawton, OK 73507

The primary objective of this project is to:

- **Make the student records request process faster, easier and more secure.**
- **Expedite turnaround times by making the order tracking and fulfillment process easier and more automated.**
- **Increase incoming fees by charging 3rd party requestors a fee for the service.**
- **Standardize procedures across the entire district.**

Period of Performance: The services shall commence on signing of this MOU, and shall continue until either party cancels this agreement with 7 days written notice. Upon cancellation, all document fees payable to Lawton Public Schools will be made within 21 days of de- activation.

Engagement Resources

- **Demetri Stephenson: Lead project manager.** Primary point of contact for activation of the online request system and fulfillment backend. Primary point of contact for project milestones, scheduling and account reviews.
- **Maria Kostaris: Customer Training and Support.** Oversees customer support, quality assurance and training for your account. Produces the monthly account summary reports and disbursement of funds to Lawton Public Schools.
- **NeedMyTranscript Support Team:** Provides first level technical support to students, 3rd party requestors and Lawton Public Schools authorized users.

Scope of Work: NeedMyTranscript Responsibilities

- Configure the online transcript request system with Lawton Public Schools approved document fees, email notifications, ID verification, approved users, logos, contact info.
- Provide the Lawton Public Schools webmaster with the custom URL to the records request page, along with placement recommendations for the Lawton Public Schools webmaster.
- Activate approved users and provide training for the NMT Order Tracking System.
- Collect all online payments (NMT convenience fees + Lawton Public Schools document fees).
- Provide access to a monthly transaction summary statement along with a payment for all Lawton Public Schools document fees collected. This will be delivered (company check or ACH – direct electronic payment) within 20 business days of the month end accounting period.
- NeedMyTranscript will provide direct technical support to students, and 3rd party requestors Monday – Friday 7 am- 7pm Eastern. Saturday 8 am – 1 pm eastern.
- NeedMyTranscript will provide direct technical support to Lawton Public Schools users of the NMT Order Tracking System.

Lawton Public Schools Responsibilities

- Designate a primary point of contact at Lawton Public Schools that can provide initial configuration information (document fees, user names) and coordinate training times.

- Lawton Public Schools will designate the online request form as the preferred method for former students to submit records requests and the required method for 3rd parties to submit requests for transcripts and graduation verifications. Fax, Mail, Phone requests will no longer be accepted for 3rd parties.

- Lawton Public Schools will make the Transcript Request and Graduation Verifications links available on the Lawton Public Schools webpage, preferably in the quick links section.

- Lawton Public Schools primary users will redirect agencies requesting graduation verifications via fax, phone or mail to the online request page.

Definition of Fees:

Document Fees: Fees that Lawton Public Schools establishes for document requests and graduation verifications. These fees are established solely at the discretion of Lawton Public Schools. They are published on the records request landing page that we create for you. They can vary by the type of requester and by document type. EG. You may set your transcript fee for a former student at $5 while a 3rd party requesting a transcript can be charged $10. And you can set different prices for different document types: EG Transcript request can cost $5 and a Graduation Verification can cost $15. Document Fees can be changed at the sole discretion of Lawton Public Schools provided they are submitted in writing. There is no charge for changing these fees.

As a general guideline, the national average that Schools charge former students for Transcripts is $5 and $12 for a 3rd party (College/University/Agency) requesting a transcript or a graduation verification.

Convenience Fee: This is a flat fee that is paid by the requester at the time of the online order, and applies to the entire order regardless of the number of documents requested. NeedMyTranscript retains these fees to cover its expenses. These fees are published on the records request landing page. NeedMyTranscript has 2 tiers of fees based on the type of requester.

1. **Former Students: $2 flat fee**
2. **3rd Parties (Background Check Cos, Colleges, Universities, Trade Schools, Law Firms, Corporate Entities, and Employers): $5.95 flat fee.**

NOTE: Lawton Public Schools retains 100% of the document fees. EG. If you charge $5 per transcript and the former student orders 2 transcripts, the former student will pay a total of $12 = $10 in Document Fees + $2 flat Convenience Fee. Lawton Public Schools will keep $10 Document Fee and NeedMyTranscript keeps the $2 flat Convenience Fee.

Expenses and Disbursements

Lawton Public Schools will incur no expenses for any of the pre-implementation nor ongoing services or technologies as described in this MOU.

NeedMyTranscript will disburse 100% of the document fees collected on behalf of Lawton Public Schools within 20 calendar days following the end of the month. EG. Document fees collected in January will be paid by February 20th.

Acceptance

In witness whereof, the parties hereto have caused this MOU to be effective as of the day, month and year as noted in the signature below.

Lawton Public Schools

X

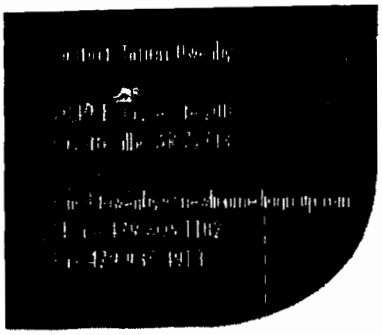
Name: DR LORI BRIDGES
Title: PRESIDENT, LAWTON BOARD OF EDUCATION
Date: October 16, 2017

NeedMyTranscript (NMT)

Digitally signed by Demetri Stephenson
DN: cn=Demetri Stephenson, o=NeedMyTranscript, ou=Student Records, email=demetri@needmytranscript.com, c=US
Date: 2017.09.25 13:06:36 -04'00'

X

Demetri Stephenson
Director



BOARD APPROVED

MAR 10 2014

LAWTON PUBLIC SCHOOLS

New Lion

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

License Usage Agreement

This agreement is between the following two parties for sufficient, good, and valuable consideration, the receipt of which is hereby acknowledged:

Party One: (hereinafter called "School")
<<Please write school / district name and address here>>

LAWTON PUBLIC SCHOOLS
PO BOX 1009
LAWTON, OK 73502

Party Two: (hereinafter called "NLMG")
New Lion Media Group
2049 E Joyce Blvd, Ste. 200
Fayetteville, AR 72703

1. **This agreement has no bearing on any fundraising efforts produced, provided, or sold by any School or School-sanctioned organization, including, but not limited to: booster clubs, parent groups, book store, or other school groups.** Any group or entity authorized by School may produce and sell products as desired.

2. School will be paid a royalty proportional with products sold. This royalty varies depending on wholesale price points, product category, and time of year. In general, the amount returned will be 50% of customary licensing rights for similar products sold in a retail environment.

3. School grants NLMG and affiliates the **non-exclusive** right to utilize school logos, assets, and marks, hereinafter called "School Assets" in a retail & media environment for product and marketing purposes. NLMG and affiliates **are not taking ownership of School Assets; School will maintain rights to all School Assets.**

4. Usage of School Assets will be **carefully restricted by NLMG to appropriate products/items for a public school to be associated with** (items will be in good taste and represent School in a positive light). School Assets may be used only in and for appropriate environments and marketing efforts. Sample environments include (but are not limited to): retail chains, gas stations, drug/pharmacy stores, sport-specialty stores, and online stores.

5. NLMG agrees to remit payment to School on or before July 1st of each year; payment will be for previous school year.

6. **School may terminate this agreement at any time** by notifying Authorized Party at NLMG in writing. Upon termination, NLMG may be required to fulfill obligations to affiliates and will do so in a timely manner. Once obligations are fulfilled, NLMG and affiliates will stop using School Assets for purposes outlined in this Agreement. NLMG may terminate this agreement at any time by fulfilling any pertinent obligations and ceasing use of any School Assets.

7. This Agreement constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

(Please see following for signature page)

LPS Ath. Dept.

[redacted]

New Lion
MEDIA GROUP

This Contract shall become effective upon the date this Agreement is signed by the Authorized Parties below and stay in effect with a perpetual term unless terminated in accordance with Section 6 of this Agreement. It is agreed that Authorized Parties below are fully authorized to enter into and perform its obligations under this Agreement and all conditions are satisfactory with all parties involved.

Authorized Party for School

LAWTON PUBLIC SCHOOLS
(SCHOOL / DISTRICT NAME)

PRESIDENT, LAWTON BOARD OF EDUCATION
(TITLE)

DONNA RONIO
(PRINT NAME)

Donna Ronio
(SIGNATURE)

3/10/14
(DATE)

Authorized Party for NLMG

(PRINT NAME)

(TITLE)

(SIGNATURE)

(DATE)

6-25-15
6-26-16
6-27-17
6-28-18
6-27-19

BOARD APPROVED

OCT 21 2014

LAWTON PUBLIC SCHOOLS

COOPERATIVE AGREEMENT
between
Lawton Public Schools and Nora O'Neal Adult Day Care
VOCATIONAL TRAINING PROGRAM

PURPOSE

The purpose of this agreement is to facilitate an effective, cooperative working relationship between the Special Education Division of the Lawton Public Schools, the Transitional 18-21 Year-Old Program, and Nora O'Neal Adult Day Care. The overall cooperative program endeavor is a comprehensive and coordinated effort to identify and serve students enrolled in the Transitional 18-21 Year Old Program. The agreement will enhance the agencies' ability to work together in a team effort with joint responsibility for providing vocational training for the students.

GOALS AND OBJECTIVES

The Lawton Public Schools and Nora O'Neal Adult Day Care, recognize that they have certain common goals as providers of human services for students who require transitional services after their high school. Both agencies are concerned with the overall life adjustment of these young persons within this community, including their ability to acquire the skills and training for transition from the world of school to the world of work with the ultimate goal of preparing the students to become employed. A major goal of this cooperative program is to help each student acquire a variety of vocational training skills.

STAFFINGS

A team meeting composed of representatives from Nora O'Neal Adult Day Care staff and Lawton Public Schools will be held at least once each quarter while the vocational program is in session. The purpose of this meeting will be to develop program guidelines, review program progress, and make recommendations as determined by the advisory group.

CONFIDENTIALITY

Confidentiality procedures as prescribed by the Family Educational Rights and Privacy Act (FERPA), and the Special Education Division of the Oklahoma State Department of Education, and Lawton Public Schools' Student Code will be observed both on the school campus and at Nora O'Neal Adult Day Care. The Transitional 18-21 Year Old staff with Lawton Public Schools will be responsible for compliance with the policies and procedures.

In addition, any confidential information released from one of the cooperating agencies to the other should be limited to purposes directly connected with the administration of the vocational program and should not be released either directly or indirectly for any other purpose. A signed release must be obtained before information is released.

MEDICATION

The Lawton School Board policy on dispensing of medication to students will be enforced at Nora O'Neal Adult Day Care and while transporting students to and from the facility. (See Section 60 of Lawton Public Schools' Board of Education Policies and Administrative Procedures, Revised July 1997).

STUDENT BEHAVIORS

The behavioral components of each student's Individualized Education Program will be in effect at all locations (Gateway Success Center and Nora O'Neal Adult Day Care).

Cooperative Agreement

PROGRAM LOCATION

The program locations will be Gateway Success Center and Nora O'Neal Adult Day Care

PROGRAM DURATION

Starting date for the vocational training program will be September 16, 2014. It will be in operation up to five (5) days per week for (5) one hundred twenty-minute work periods. Program duration will be individualized based on the students plan with both DRS and LPS for the 2014-2015 school year, as well for the 2015-2016 school year.

INDEMNITY

Each party agrees to indemnify and hold harmless the other from any claim, demand, action, or cause of action caused by either party, its agents, employees or invitees.

RESPONSIBILITIES OF PARTIES

A The Lawton Public Schools will have the following responsibilities:

1. Provide one teacher and one job coach to provide supports to the students during each work day.
2. Provide student transportation to and from Gateway and Nora O'Neal Adult Day Care each day the program is in session.
3. Maintain comprehensive general liability insurance in minimum limits of $1,000,000.00 and furnish a certificate evidencing such coverage to Nora O'Neal Adult Day Care.

B. Nora O'Neal Adult Day Care will have the following responsibilities:

1. Provide a safe and healthful physical facility for the day-to-day operation of the vocational training.
2. Provide vocational training materials and/or in-service training appropriate for the students' job placement for use in future job situations and the Nora O'Neal Adult Day Care work site.
3. Designate one on-site staff member as program liaison available to the school staff.
4. Maintain comprehensive general liability insurance in minimum limits of $1,000,000.00 and furnish a certificate evidencing such coverage to Lawton Public Schools.

TERMS OF AGREEMENT

This agreement may be terminated by either the Lawton Public Schools or NORA O'NEAL, upon thirty (30) days written notice.

Lynn Simpkins
Nora O'Neal Adult Day Care Representative

Superintendent of Schools

Brett Barnett 9/15/14
Principal of Participating School

Rita Poshard
Program Director of Participating Program

Donna Ronio 10/21/14
DONNA RONIO, PRESIDENT
LAWTON BOARD OF EDUCATION

BOARD APPROVED

SEP 18 2014

6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

Royalty Agreement
Lawton Public Schools

This agreement **BETWEEN** Ohiopyle Prints Inc., a corporation having an address of 410 Dinnerbell Rd., Ohiopyle, PA 15470 ("OP"), D/B/A "My Town Originals®" a registered fictitious name, LAWTON PUBLIC SCHOOLS

AND LAWTON PUBLIC SCHOOLS District located at

753 NW FT. SILL BLVD PO BOX 1009 LAWTON, OK 73502 (the "District")

License to use Marks: The school grants OP the non-exclusive right and a license to use the school Marks for marketing, manufacturing, and distribution of apparel and accessories ("Products") sold to retailers and consumers. School "Marks" are defined as school name, nickname, mascot, and related designs, logo graphics and symbols.

School Sales: This agreement shall not affect the purchase and sales of the School's booster clubs and bookstore in any way.

School Marks: The School warrants and represents that it is the owner of all rights in and to the licensed Marks. The School authorizes its Marks to OP for the sale and distribution of Products bearing the School's name, nickname, and related designs, logo graphics, and symbols. This agreement does not authorize OP to sublicense School Marks to other parties.

Indemnification: OP agrees to indemnify and hold the School, its officers, agents, employees, and assignees harmless from liability, loss or damage suffered as a result of claims, demands, cost or judgments, including legal fees arising out of the duties and obligations pursuant to license use school Marks in connection with any product sold by OP.

Term/Termination: This agreement will remain in effect for one year and will renew automatically. The School may terminate this agreement at any time for any reason upon written notification to OP. Upon written notification, OP will immediately discontinue production of any new products but shall retain the right to sell any remaining inventory.

Payments: Payment will be made to the School based on 7% of the net sales invoiced to OP's customers each quarter. No royalties are collected nor paid on direct sales to the school or its booster clubs. OP will make payments within thirty days following the end of each calendar quarter. Any checks not cashed after 90 days from issuance will become property of OP

Persons executing this Agreement warrant and represent that they have been authorized to sign this Agreement to legally bind the party for which they are signing:

"District"	**"Ohiopyle Prints Inc"**
Signature: Donna Ronio	Signature: _____
Name: DONNA RONIO	Name: _____
Title: PRESIDENT	Title: _____
Date: 9-18-14	Date: _____
Fax: _____	E-mail to: mytown@ohiopyleprints.com
Email: _____	Fax to: (866) 314-1305

FAQ

Who is Ohiopyle Prints, Inc?
Ohiopyle Prints, Inc (OP), established in 1981, is the leading manufacturer and supplier of school apparel and accessories to grocery and pharmacy retailers. It is our desire, as well as the desire of many of our grocery and pharmacy partners, to help financially support schools in the neighborhoods in which we work and live. We are proud to say that since our first check was cut we have distributed over 1.5 million dollars to schools across our nation.

Why should I sign this agreement?
A signed licensing agreement helps inform school administrators, faculty, clubs and organizations of the relationship between OP and your school as well as how the program works.

Most colleges have licensing agreements to insure they receive all royalties due on products bearing their Marks and can take action on those who do not have rights to use their Marks. With a signed agreement, we will provide you a listing of the retailers carrying your schools products we manufacture with your Marks in addition to the royalties we pay.

We believe the retail sales of school products will continue to grow and increase your need to have a signed agreement, just like colleges.

How do you determine the royalty payment and how often do you pay?
The royalties are calculated on 7% of the net sales of product bearing your school's name sold to retailers and consumers in your area. We will report and make payment to your school following the end of each quarter.

Does cashing this check obligate our school to anything?
No. You can quit the program at anytime.

What can our school use this money for?
Checks are a general fund and may be used any way your school chooses.

Will our school continue to receive royalty payments from OP if we don't sign an agreement?
Yes, unless we are instructed otherwise, we will continue to sell products using your school name and mascot to local retailers and send a voluntary royalty payment to your school.

Does our school have to do anything once we sign an agreement?
No, OP does everything. We do the selling, manufacturing, shipping, billing and royalty payments.

Does signing an agreement affect our booster clubs?
No, the agreement does not affect or prevent your bookstore or booster clubs from selling or distributing products.

Can our school and booster clubs buy direct from OP?
Yes, we encourage you to order direct from OP where we offer a wide variety of high fashion, high quality proven products. Call 800-365-7365 for information and volume pricing. No royalties are collected or paid on products sold direct to schools and booster clubs.

Are there any liability risks for our school because of a signed agreement with OP?
No, OP assumes all liability for their products that are sold to retailers. OP meets or exceeds all requirements set by the Consumer Products Safety Improvement Act (CPSIA) for Lead, Phthalates and other harmful substances.

What are school MARKS?
"Marks" means all of your school's service Marks, school name, nickname, mascot and related designs, logo graphics and symbols.

Will our school retain the rights to our MARKS if we sign an agreement?
Yes, by signing the agreement you have given OP the permission to use your Marks but have not given us the rights to your Marks.

Can our school terminate the agreement with OP?
Yes, you can terminate this agreement at any time and for any reason. Upon written notification to OP we will discontinue all manufacturing but shall retain the right to sell any remaining inventory.

How do I identify OP products in my local retailers?
Our products are marketed under the trademarked name "My Town Originals®" All of our products are clearly marked with stickers bearing the name My Town Originals® or will have a UPC code starting with 7-49145.

Ohiopyle Prints, Inc.
Phone 1-800-365-7365 • Fax 1-866-314-1305 • mytown@ohiopyleprints.com
www.mytownoriginals.com

MyTown Originals®

SCHOOL Products

My Town Originals® is a product of Ohiopyle Prints, Inc.

MyTown Originals® supplies community pride souvenirs to supermarkets and drug stores across the USA. These items are of the highest quality and are designed and produced in Ohiopyle, Pennsylvania.

It is our desire, as well as the desire of many of our grocery and pharmacy partners, to help financially support schools in the neighborhoods in which we work and live.

Proceeds from participation in this program can be directed to any appropriate fund or organization at your school or to a national organization such as the National PTA.

A royalty payment is made to your school for 7% of wholesale cost invoiced to our retailers. We will report and make payment to your school within 30 days following the end of each quarter. No report will be issued for a quarter in which no sales occurred, but will be provided upon request.

Ohiopyle Prints, Inc. also offers a royalty agreement that provides your school with a more formal relationship with our company and our retail partners.

A signed agreement protects your school's royalty income under this program. An increasing number of our retail partners require us to have an agreement on file.

We encourage you to return the royalty agreement by faxing to:

1-866-314-1305

or **email** to mytown@ohiopyleprints.com

For more information, please refer to the FAQ sheet attached or go to www.highschoollicensing.com

We are the vendor of choice in these fine supermarket and drug store locations:

We are the vendor of choice in these fine supermarket and drug store locations:

GIANT · GIANT EAGLE · Kinney DRUGS · Walgreens · Farm Fresh · SUPERVALU · Raley's · Ralphs · RITE AID · Marketplace · Pathmark · CVS · Kroger · Tops · SAVE MART SUPERMARKETS · Albertsons · Stop&Shop · ingles · weis · A&P · Winn-Dixie · King Kullen · SAFEWAY

Ohiopyle Prints, Inc. • Phone 1-800-365-7365 • Fax 1-866-314-1305 • mytown@ohiopyleprints.com

BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

LAWTON PUBLIC SCHOOLS

P.O Box 1009
753 N.W. Fort Sill Boulevard
Lawton, OK 73502-1009
580-357-6900

OK Works for All (OKWFA) Commitment Letter

Lawton Public Schools commits to the Oklahoma Works for All (OKWFA) pilot initiative and supports the goal of improving the employment and financial outcomes for students with intellectual disabilities. We agree to promote, implement and support the activities and timelines associated with OKWFA in collaboration with the Oklahoma State Department of Education, the Oklahoma Family Network, the OUHSC Center for Learning and Leadership, Oklahoma LEND, and Cross Sector Innovations.

For the length of the study (up to four full years after the initial training in fall 2019), Lawton Public Schools agrees to:

- Reach out to families by mailing invitation letters to potential participants.
- Collaborate with OKWFA to schedule trainings for students, teachers, and families.
- Support faculty participation in the Charting the LifeCourse training conducted by the Oklahoma Family Network and the Center for Learning and Leadership.
- Communicate with all OKWFA partners.
- Collect information about student and family engagement in transition planning and IEP team meetings.

Superintendent's Signature

Special Education Director's Signature

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION 1-16-2020

BOARD APPROVED

JUN 25 2015

LAWTON PUBLIC SCHOOLS

CLINICAL ROTATION AGREEMENT

6-28-16
6-27-17
6-28-18
6-27-19

THIS AGREEMENT is made and entered into as of April 20, 2015 between **Oklahoma City Community College** (the "School"), and **Lawton Public Schools – Special Services** (the "Facility").

1. Clinical Rotations. The School shall arrange clinical rotation experience ("Clinical Rotations") for Oklahoma City Community College health care students ("Students") at the Facility. The School and the Facility shall mutually determine the scope of the Clinical Rotation programs, the schedule of student assignments and the number of Students who may participate in the Clinical Rotations.

2. Term. "This agreement shall be effective April 20, 2015 and shall continue until further written notice of the Agency or School. It may be terminated by either upon (90) days written notice thereof: provided, however, that students shall be allowed to complete their clinical experiences should termination occur during a semester. Either party may terminate the agreement through written notification to the other party in the event of material breach of the Agreement.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (the "Clinical Instructor") to serve as the coordinator for the Clinical Rotations to work directly with Facility personnel and coordinate all the activities of Students.

b. The School shall designate one or more of its instructors or faculty members ("Instructors") to instruct and supervise Students during the Clinical Rotations.

c. The School shall provide a roster of the names of the Clinical Instructor, Instructors and Students (the "Roster"), along with a rotation schedule, to the Facility before the Clinical Rotations begin.

d. For each Instructor and Student who will participate in the Clinical Rotations, the School shall provide to the Facility verification of the following immunizations and tests: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) Two negative PPD readings or chest x-ray with clear for public contact letter; (iii) MMR vaccination(s) or positive titer(s); (iv) Varicella vaccination(s) or a Varicella titer; (v) a background check(s), and (vi) drug testing.

e. The School shall require that each Student and Instructor before beginning the Clinical Rotations have current CPR certification that meets standards acceptable to the Facility.

f. The School shall instruct Students that they are not permitted to perform any of the following: (i) double-check on medications or blood products; or (ii) begin or discontinue blood products, chemotherapy, or experimental drugs and therapies.

g. The School shall instruct Students that they are not permitted to accept orders from physicians or other health care professional in person or by telephone or call a physician or physician's office to obtain an order.

h. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

i. The School shall be responsible for all actions, activities and affairs of Students, the Clinical Instructor and all Instructors during the Clinical Rotations to the extent required by law.

j. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references and all academic aspects of the Clinical Rotation programs.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Clinical Rotations and to work directly with the Clinical Instructor and Instructors to plan and coordinate the Clinical Rotations. The Facility may also designate one or more employees to serve as Clinical Instructors.

b. The Facility shall provide the Clinical Instructor with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Instructors' participation in the Clinical Rotations.

c. The Facility shall provide an orientation to the Clinical Instructor that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations.

d. The Facility shall permit Students and Instructors to assist in the provision of nursing or other ancillary health care services to Facility patients, but the Facility may restrict their activities, including any patient care activities, at the Facility.

e. The Facility shall provide parking in designated areas for Students and Instructors.

f. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's facilities and records relating to the Clinical Rotations on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

g. The Facility shall make its classrooms, conference rooms and library facilities available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

h. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary, subject to its usual charges.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility, on the one hand, and an Instructor or Student, on the other, the Clinical Instructor and Facility Coordinator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student or Instructor from a Clinical Rotation when the Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, or poses a threat to the health, safety or welfare of a patient, employee or any other person. In addition, upon receipt of the Roster or at any time after a Clinical Rotation begins, the Facility may refuse to allow any Student or Instructor to participate in the Clinical Rotation if the individual has an unfavorable record with the Facility from previous employment, another clinical rotation or any other reason.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Each Student is currently enrolled at the School. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Clinical Rotation; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Clinical Rotation.

b. Students are required to wear uniforms with name badges issued by the School, be well-groomed and make a neat appearance while at the Facility.

c. A Student may perform duties and procedures for which he or she has been prepared academically, but not any others.

d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

e. The Instructors are duly licensed to practice in Oklahoma; the license of each Instructor is unrestricted; and each Instructor must keep his or her license current, in good standing and unrestricted during the entire term of this Agreement.

f. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.

g. The School has provided the Clinical Instructor, Instructors and Students with training on the Facility's policies and procedures with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

h. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f).

i. All information that has been furnished to the Facility concerning the School, Students and Instructors is true and correct in all respects.

j. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School, and not the Facility, is the employer of the Instructors and Clinical Instructors. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors and Clinical Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. State-Operated Institutions. This provision is applicable to Schools that are owned and operated by the State of Oklahoma. The School represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The School agrees to furnish verification of professional liability insurance covering the participating Students and Instructors. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students and Instructors to maintain, and each Student and Instructor shall continuously maintain professional liability insurance in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall arrange for the Students to provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policies shall provide that they may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination.

b. Institutions That Are Not State-Operated. This provision is applicable to Schools that are not owned and operated by the State of Oklahoma. During the term of this Agreement, the School shall continuously maintain for itself and for Students and Instructors professional liability insurance in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policy shall provide that it may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

9. Family Educational Rights and Privacy Act

Should School provide confidential information to Facility, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, the Facility certifies that it shall maintain the confidential information, as required by applicable Oklahoma and Federal law and that it shall not redisclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA or by other applicable laws. The Facility shall develop, implement, maintain and use appropriate security measures to preserve the confidential information.

10. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

11. Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the School is an agency or institution of the State of Oklahoma, the School's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

12. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

13. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

14. Confidentiality. The School shall, and the School must require Clinical Instructors, Instructors and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The School, Clinical Instructors, Instructors and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

15. HIPAA Compliance.

a. The School must, and the School shall require the Clinical Instructors, Instructors and Students to, appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA") and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the Facility, the School shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

16. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility shall remain the sole property of the Facility.

17. Non-Discrimination. Except to the extent permitted by law, the Facility, the School, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran's status in the performance of this Agreement. As applicable to the School, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The School represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran's status; that it does not maintain nor provide for its employees any segregated facilities, nor will the School permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the School agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. Section 4212.

18. Facility Policies and Procedures. The School shall, and the School must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

20. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

21. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

23. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

24. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

25. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

SCHOOL

Oklahoma City Community College
7777 S. May Avenue
Oklahoma City, Oklahoma 73159
682-1611

BY: _____
Felix J. Aquino, Ph.D.

TITLE: Vice President for Academic Affairs

DATE: 7/1/15

FACILITY

Lawton Public Schools - SpecialServices
2211 NW 25th Street
Lawton, OK 73505

BY: _____
(Signature)

TITLE: PRESIDENT, LAWTON BOARD OF EDUCATION

DATE: June 25, 2015

State of Oklahoma
Office of Management and Enterprise Solutions
Division of Capital Assets Management
Property Distribution Department

Application for Eligibility for Federal Property Donation Program to Receive Federal Surplus Property (41 CFR 101-44.207)

BOARD APPROVED
JAN 16 2020
LAWTON PUBLIC SCHOOLS

I-A. ORGANIZATION INFORMATION:

1. GENERAL INFORMATION

LAWTON PUBLIC SCHOOLS
Name of Organization

mailing address: PO BOX 1009, LAWTON, OK 73502

753 FORT SILL BOULEVARD	LAWTON	OK	73502
Street Address	City	State	Zip

1009	COMANCHE	73-6029956
PO Box Number	County	Federal ID Number

580-357-6900	580-585-6405	kbentley@lawtonps.org nmcquaide@lawtonps.org
Phone Number	Fax Number	Email

2. APPLICANT STATUS - check one (see instructions):

☒ Public Agency including Public Schools (tax supported) ☐ Nonprofit, Tax-exempt Organization

3. APPROVAL, ACREDITATION AND LICENSING (see instructions)

☒ No ☐ Yes, by: _____

4. SOURCE OF FUNDING - check one and attach supporting documentation

☒ Tax Supported ☐ Grant ☐ Contributions ☐ Other _____

Has the organization been determined to be tax exempt under Section 501 of the Internal Revenue Code of 1954?

☒ No ☐ Yes (attach a copy of the letter)

5. TYPE OR PURPOSE OF ORGANIZATION - check one (see instructions):

☐ City	☐ Hospital	☒ School District
☐ Child Care Center	☐ Library	☐ School for the Physically Disabled
☐ Clinic	☐ Medical Institution	☐ School for the Mentally Disabled
☐ College or University	☐ Museum	☐ Secondary School
☐ County	☐ Preschool	☐ Sheltered Workshop Training Program
☐ Elementary School	☐ Program for Older Individuals	☐ State
☐ Health Center	☐ Provider of Assistance to Homeless/Impoverished	☐ Radio/TV Station

☐ Other _____

6. AUTHORIZATION (must be CEO/Director of organization):

Tom Thomas — 1/16/2020

Signature of Authorized Official — Date Signed

DR. TOM THOMAS — INTERIM SUPERINTENDENT

Name (Type/Print) — Title

Carla Clodfelter 1-16-2020

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

I-B. APPLICATION INSTRUCTIONS:

2. APPLICANT STATUS:

Tax supported organizations qualify as a public agency. This includes all city, county and state government offices as well as public schools, public hospitals, etc.

Also included as a public agency is any rural fire department that has obtained its "Certificate of Incorporation" from the Secretary of State's office pursuant to 18 O.S. §594. A copy of the Certificate of Incorporation issued by the Secretary of State must be attached to this application.

Non-profit / tax exempt organizations are not always eligible to qualify for this program. Non-profit / tax exempt organizations must provide an accredited education service (school, including non-profit / tax exempt child day care agency) or be a licensed health facility (clinic, hospital, etc.) to be eligible for the program.

ALL non-profit organizations must provide a written detailed description of the program/service offered by the organization, including a description of facilities it operates.

3. APPROVAL, ACREDITATION AND LICENSING

- Has the organization been determined to be tax exempt pursuant to the Internal Revenue Code Section 501(c)(3)? If yes, a copy of the determination letter issued by the Internal Revenue Service must be attached.
- If state law requires the organization to be licensed, a current copy of the license must be attached. An updated copy must be submitted each time the license is renewed in order to maintain a current copy on file.
- If the organization is a school that is not listed in the Department of Education's Directory, such as certain private schools, letters from three (3) facilities of higher education which state they will accept the organization's students must be attached.

5. TYPE OR PURPOSE OF ORGANIZATION:

Categories in this section are self-explanatory. Additional information required for clarification includes:

- Museums must meet specific criteria, i.e. employs at least one full time staff member, etc.
- Program for Older Individuals means a program which operates under the Older Americans Act.
- Homeless shelters and/or organizations which provide assistance to the needy. These organizations MUST provide:
  - A letter from a city, county or state official confirming their operation.
  - The approximate number of persons served per month: _____

I-C. PROPERTY DISTRIBUTION DECISION - (FOR PROPERTY DISTRIBUTION USE ONLY.)

☒ Eligible, Donee Code: 110 - 640

☐ Ineligible, explanation: _____

Eligibility Expiration Month: _____ Year: _____ Date Entered into the System _____

Check Code: ☒ P ☐ N ☐ L ☐ S ☐ D Entered by: T. MEEK

_____ _____

Property Distribution Administrator Signature Date Signed

ROGER STONE

Name (Type/Print)

II. PROGRAM PARTICIPATION CONDITIONS:

1. COMPLIANCE – By signing a distribution document (invoice), the organization agrees:

   a. To use the surplus property only in the official program which the organization represents; AND
   b. To put the surplus property into use within 12 months and to use it for at least 12 months; AND
   c. To use certain items (such as vehicles) for eighteen (18) months or longer (These items are distinguished by a red compliance stamp on the invoice.); AND
   d. That the organization will not sell, loan, or trade the property, or tear it down for parts, unless such action has PRIOR approval from the Property Distribution Program; AND
   e. To pay applicable fees to the U.S. Government, if the property is not used according to the compliance agreement.

2. ALLOCATION OF PROPERTY TO DONEES:

Mail or deliver the completed DCAM/PROPERTY Form 004 with any required attachments to the Division of Capital Assets Management, Property Distribution Department, 3100 N. Creston, Oklahoma City, OK 73111. After review of the application, a written of the organization's eligibility will be mailed to the address listed in the application. If the application is incomplete, the organization will receive an explanation letter and instructions as to necessary information required to complete the application for eligibility.

Receipt of the eligibility letter authorizes the organization to use this program. Property stocked in a warehouse and yard may be viewed at your convenience during business hours of 8:00 a.m. to 4:30 p.m. They organization may acquire as much property as needed, as often as needed. However, all items purchased must be relevant to the organization's program/service, e.g. a hospital may not acquire a fire truck.

3. PROCESSING INVOICES:

a. Service Charges:

All property acquired through this program is Federal property. There is a service/handling fee for all items processed by this office. Property Distribution charges are designed to provide items for costs lower than acquiring items from other sources.

b. Payment Authorization

All items are invoiced by the Property Distribution Warehouse Office and must be signed by an authorized person from the approved Donee organization.

The green copy of the invoice is given to the authorized person and the white and yellow copies are mailed the next day for payment. PLEASE RETURN THE YELLOW COPIES WITH PAYMENTS. If the yellow copy is not returned, the check or check stub must include the organization's Donee Code and Invoice Number.

c. Method of Payment

Invoices must be paid for with a check imprinted with the name of the approved organization for which the items were invoiced. NO EXCEPTIONS! Cash, money orders, personal checks, etc. are NOT acceptable.

It is acceptable to pay for more than one invoice with one check provided each invoice is for the same Donee organization. The box in the upper left corner of the invoice lists a Donee's assigned Donee code. Multiple Donee codes are NOT acceptable on one check.

AUTHORIZATION (must be CEO/Director of organization):

Tom Thomas — Signature of Authorized Official

1/6/2020 — Date Signed

DR. TOM THOMAS — Name (Type/Print)

INTERIM SUPERINTENDENT — Title

Carla Clodfelter 1-16-2020

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

III. NONDISCRIMINATION ASSURANCE:

NAME OF ORGANIZATION: LAWTON PUBLIC SCHOOLS , the undersigned Donee hereby agrees that (a) the program, for or in connection with which any property is donated to the Donee, will be conducted in compliance with, and the Donee will comply with and will require any other person (any legal entity), who through contractual or other arrangements with the Donee is authorized to provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Donee received federal assistance from the General Services Administration; (b) this agreement shall be subject in all respects to the provisions of said regulations; (c) the Donee will promptly take, and continue to take, such action as may be necessary to effectuate this agreement; and, (d) the United States shall have the right to seek judicial enforcement of this agreement; and (e) this agreement shall be binding upon any successor in interest.

AUTHORIZATION (Signature of organization CEO/Director required.):

Tom Thomas — Signature of Authorized Official

1/16/2020 — Date Signed

DR. TOM THOMAS — Name (Type/Print)

INTERIM SUPERINTENDENT — Title

Carla Clodfelter 1-16-2020

~~CARLA~~ CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

IV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS:

Federal Executive Order #12549 requires the Oklahoma Federal Surplus Property to screen each Applicant Organization to determine whether the applicant has a right to obtain financial assistance/property in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. Each applicant organization / covered contractor must also screen each of its covered subcontractors. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the Applicant Organization accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the Organization rendered an erroneous certification, in addition to other remedies available to the federal government, Oklahoma Federal Surplus Property, the United States General Services Administrator or any other federal department or agency, such entities may pursue available remedies, including suspension and/or debarment.
2. The Organization shall provide immediate written notice to the Agency to which this certification is submitted if at any time the Organization learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon material in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The Organization agrees by submitting this certification that, should eligibility to acquire property be granted, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Oklahoma Federal Surplus Property, the United States General Services Administration or any other federal department or agency.
5. The Organization further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contract" without modification, in all covered subcontracts in solicitation for all covered subcontracts.
6. The Organization may rely upon a certification of a potential subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. An Organization must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if an Organization in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the United States General Services Administration, or any other federal department or agency, as applicable, and/or Oklahoma Federal Surplus Property, such entities may pursue available remedies, including suspension and/or debarment.

Indicate in the appropriate space which statement applies to the covered potential contractor:

☒ The Applicant Organization certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Oklahoma.

☐ The Applicant Organization is unable to certify to one or more of the terms in this certification, and the Applicant Organization has attached hereto, an explanation for each of the above terms to which it is unable to make certification, and hereby certifies that the contents of the attachments is true and correct .

AUTHORIZATION (Signature of CEO/Director of organization required.):

Tom Thomas — Signature of Authorized Official

1/6/2020 — Date Signed

DR. TOM THOMAS — Name (Type/Print)

INTERIM SUPERINTENDENT — Title

Carla Clodfelter 1-16-2020

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

V. DELEGATION OF THE AUTHORITY:

Any person listed below will be recognized as a representative of the Donee organization with the authority to sign for and pick up property. The organization agrees to pay for all invoices signed by those listed and be held liable for property being used as the program requires.

This list may be changed (persons added or deleted) by submitting applicable information on Organization letterhead, signed by the authorized official (not by one of the "representatives" listed on DCAM/PROPERTY Form 004) to the Property Distribution Department, Division of Capital Assets Management. The change request may be mailed or delivered to 3301 N. Creston, Oklahoma City, OK 73111; or faxed to (405) 425-2713.

AUTHORIZED ORGANIZATION REPRESENTATIVES:

Name (Print / Type)	Title	Signature
DONALD McCAIG	FACILITYS/OPERATIONS - MGR.	Donald McCaig

Check box below, if Property Distribution is to require a P.O. number before releasing any property.

☑ Purchase orders required for all invoices.

AUTHORIZATION (Signature of organization CEO/Director required.):

Name of Organization: LAWTON PUBLIC SCHOOLS

Tom Thomas — Signature of Authorized Official

1/6/2020 — Date Signed

DR. TOM THOMAS
Name (Type/Print)

INTERIM SUPERINTENDENT
Title

Carla Clodfelter 1-16-2020

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

BOARD APPROVED

SEP 19 2019

LAWTON PUBLIC SCHOOLS

OSDE CONTRACT

This contractual agreement is entered into between the State of Oklahoma *ex rel*, Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Oklahoma City, OK 73105, (hereafter "OSDE") and Learning Tree Academy, Lawton Public Schools, (hereafter "Vendor"), whose mailing address and contact information for the purpose of this contract is: Carla Clodfelter – School Board President, Lawton Public Schools, 753 Fort Sill Boulevard, Lawton, OK 73507.

1. PURPOSE

1.1. The purpose of this contract is: to implement a statewide Oklahoma School Climate Transformation (OKSCT) project that will provide training and technical assistance in the implementation of a multi-tiered behavioral framework to improve school climate. Training and technical assistance will be provided to selected school sites that will include information on how to transform school climate by building local capacity to implement a sustained, school-wide multi-tiered behavioral framework that integrates the Positive Behavioral Interventions and Supports (PBIS) model, a research-based program that incorporates a set of procedures designed to improve behavior by employing positive and systematic techniques.

The OSDE will not share student data with vendor for performance of this agreement.

1.2. To fulfill the purpose of this contract, Vendor hereby offers and agrees to perform and/or provide the following goods and/or services to OSDE:

1.2.1. The building administrator actively leading and supporting implementation of OK Transform-PBIS throughout the entirety of Cohort 1 timeline; which includes leadership input, meeting, and training attendance.

1.2.2. School site will designate one or two internal site coordinator(s) to be paid with grant funds whose responsibilities include activities such as attend state and school wide PBIS trainings, direct communication with behavioral specialist, communication with external evaluators to analyze and review data, and coordinate monthly meetings.

1.2.3. School site will designate a school team who should consist of school administrator, counselor, classroom teacher, parent, student, stakeholder, and representation or other that is committed to conducting ongoing and project meetings to plan for, monitor and assess project activities and will participate in required training and technical assistance associated with the implementation of OKTransform School Climate training starting in spring 2019 and continuing through 2019-20, 2020-21, and 2021-22 school years.

1.2.4. Sharing data with the external evaluators and OSDE as needed (i.e., number of office discipline referrals, number of suspensions, attendance rate, graduation rate, screening and progress monitoring data, and perceptions of progress);

1.2.5. Establishing, defining, teaching and reinforcing school-wide expectations using PBIS strategies;

1.2.6. Providing resources, time, materials and personnel to support implementation of new practices/procedures;

1.2.7. Team Participation in school implementation assessments, which may include the *School Climate Survey*, *Tiered Fidelity Inventory, Safety and Threat Assessments, Social Emotional Screeners* and other evidenced-based behavior screening tools.

SDE REQ #: _____

1.2.8. Team participation in the School Climate Showcase and Learning Event in May/June of each year beginning May 2020.

2. PAYMENT TERMS & CONTRACT DURATION

In consideration of satisfactory performance of this contract, the OSDE agrees to pay Vendor a total amount of $4,159.60 (includes travel expenses) payable in arrears. It is further agreed by both parties that this Agreement shall be in effect from the date of award and ending **September 30, 2020**.

3. INVOICING AND PAYMENT

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Suite 415, Oklahoma City, OK 73105-4999 or by e-mail to SDEAccountsPayable@sde.ok.gov

Invoice remittance shall in every case possible be paid by Electronic Fund Transfer (EFT). Title 62 O.S. §34.64(H) requires that payments from the State Treasury shall be conveyed solely through an electronic payment mechanism. New Vendors doing business with the OSDE for the first time must contact the Office of Management and Enterprise Services at Vendor.EFT@omes.ok.gov to make arrangements to receive payment electronically.

Standard Payment Terms: Net – 45 (62 O.S. §34.71).

4. TAX EXEMPTION

State agency acquisitions are exempt from state sales and federal excise taxes.

5. AUDIT AND RECORDS CLAUSE

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 the State, the Vendor agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The Vendor 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 and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) 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 (7) year retention period, whichever is later.

6. CONTRACTS OPEN TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information Vendor submits as part of or in connection with a contract are public records and subject to disclosure. Vendors claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential

and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE shall make the final decision as to whether the documentation or information is confidential

7. CONTRACT MODIFICATION

Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the OSDE in writing, or made unilaterally by the Vendor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Vendor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

8. NON-APPROPRIATION CLAUSE

The terms of any Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the purchase order or any other Contract document, the OSDE may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The decision of the OSDE as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

9. CHOICE OF LAW

Any claims, disputes, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

10. CHOICE OF VENUE

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

11. TERMINATION FOR CAUSE

The Vendor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the OSDE. The OSDE may terminate the Contract for default or any other just cause upon a 30-day written notification to the Vendor.

The OSDE may terminate the Contract immediately, without a 30-day written notice to the Vendor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the OSDE determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the OSDE shall be liable only for payment for products and/or services delivered and accepted.

12. TERMINATION FOR CONVENIENCE

The OSDE may terminate the Contract, in whole or in part, for convenience only if the OSDE determines that termination is in the State's best interest. The OSDE shall terminate the Contract for convenience by delivering to the Vendor 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 days from the date the Notice of Termination for Convenience is issued by the OSDE.

If the Contract is terminated, the OSDE shall be 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 Vendor.

13. INSURANCE

The Vendor shall obtain and retain insurance, including worker's compensation, automobile insurance and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. Vendor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDE with evidence of such insurance and renewals.

14. TRAVEL EXPENSES

In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the Vendor in performance of the Contract shall be included in the total bid price/contract amount.

15. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the OSDE. The Vendor's employees shall not be considered employees of the OSDE for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

16. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

The Vendor certifies that they, and any proposed subcontractors, 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 Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBLE MATTERS

The Vendor certifies to the best of their knowledge and belief, that they and their principals, and any subcontractors: Are not presently debarred, suspended, proposed for debarment, 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 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 (Federal, State or local) contract; 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 or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses aforementioned in this section; and Have not within a three-year period preceding this contract had one or more public (Federal, State or local) contracts terminated for cause or default.

If the Vendor is unable to certify to any of the statements in this certification, the Vendor must attach an explanation of such circumstances under separate cover with reference to this contract.

18. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permit requirements.

19. UNAUTHORIZED OBLIGATIONS

At no time during the performance of this contract shall the Vendor have the authority to obligate the OSDE for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, Vendor shall cease the project and contact OSDE for approval prior to proceeding.

20. ASSIGNMENT

Vendor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the OSDE.

21. EQUAL OPPORTUNITY AND DISCRIMINATION

The Vendor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The Vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

22. LOBBYING

The Vendor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

23. ENVIRONMENTAL PROTECTION

If the payments under the contract are expected to exceed $100,000.00, then Vendor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

24. DRUG-FREE WORKPLACE

The Vendor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

25. 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, 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: (a) to terminate this agreement in whole or in part; or (b) to suspend the Agreement, 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.

26. EXECUTION BY COUNTERPARTS

This agreement may be executed in counterparts by facsimile, electronic, scanned or digital signature and when executed so it shall be deemed an original signature.

The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS THEREOF, the parties through their duly authorized representatives have accepted the terms of this agreement.

Vendor Name Lawton Public Schools

Vendor Address 753 Fort Sill Boulevard, Lawton, OK 73507 PO Box 1009 Lawton, OK 73502

Date: 9-19-19

Authorized Vendor Signature Carla Clodfelter

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Oklahoma State Department of Education
2500 N Lincoln Blvd
Oklahoma City OK 73105

Date: _____

_____
Joy Hofmeister
State Superintendent of Public Instruction

OSDE CONTRACT

Revised: 01/08/2019

Appendix A

Personnel		
	Year 2	**Justification**
Site Coordinator(s)	$1,000.00	Stipends for 1-2 site coordinators at the distract for extra duty stipend of $1,000 to coordinate activities
Site Coordinator(s) Fringe Benefits	$500.00	Fringe Benefits for full-time personnel amd stipends at 50% of total personnel costs to include Insurance, Teacher Retirement, FICA, SS, and Workers Comp.
Training Stipened for Staff	$1,600.00	Stipends for teachers to attend professional development in the summer for Tier 1, 2 & 3 training. Five teachers per school X 2 days ea.
Training Stipened for Staff- Fringe Benefits	$800.00	Fringe Benefits for full-time personnel amd stipends at 50% of total personnel costs to include Insurance, Teacher Retirement, FICA, SS, and Workers Comp.
Total Personnel	**$3,900.00**	
Travel		
Travel for Staff to Attend Summer Training	$259.60	Travel for SW-PBIS Teams to summer training held in June of each year. Two cars x ____ miles at $0.50 per mile x two days.
TOTAL TRAINING	**$259.60**	
Total Direct Costs	**$4,159.60**	
GRANT TOTAL COST	$4,159.60	

OKTransform
SCHOOL CLIMATE TRANSFORMATION GRANT

Appendix B

Deliverables

Activity	Person Responsible	Timeframe
The building administrator actively leading and supporting implementation of OK Transform-PBIS throughout the entirety of Cohort 1 timeline; which includes leadership input, meeting, and training attendance.	Building administrator	Ongoing throughout the 2020-2021 School Year
School site will designate one or two internal site coordinator(s) whose responsibilities include activities such as attend state and school wide PBIS trainings, direct communication with behavioral specialist, communication with external evaluators to analyze and review data, and coordinate monthly meetings	Building administrator/ School site coordinator	Ongoing throughout the 2020-2021 School Year
School site will designate a school team who should consist of school administrator, counselor, classroom teacher, parent, student, stakeholder, and representation or other that is committed to conducting ongoing and project meetings to plan for, monitor and assess project activities and will participate in required training and technical assistance associated with the implementation of OKTransform School Climate training starting in spring 2019 and continuing through 2019-20, 2020-21, and 2021-22 school years.	Building administrator/ School site coordinator	Team selected by June 2019 Ongoing throughout the 2020-2021 School Year
Sharing data with the external evaluators and OSDE as needed (i.e.,	School site coordinator	Ongoing throughout the 2020-2021 School Year

OKTransform
SCHOOL CLIMATE TRANSFORMATION GRANT

Appendix B

Deliverables

number of office discipline referrals, number of suspensions, attendance rate, graduation rate, screening and progress monitoring data, and perceptions of progress);		
Establishing, defining, teaching and reinforcing school-wide expectations using PBIS strategies;	School-wide Team	Ongoing throughout the 2020-2021 School Year
Providing resources, time, materials and personnel to support implementation of new practices/procedures;	School-wide team School staff	Ongoing throughout the 2020-2021 School Year
Team Participation in school implementation assessments, which may include the *School Climate Survey, Tiered Fidelity Inventory, Safety and Threat Assessments, Social Emotional Screeners* and other evidenced-based behavior screening tools.	All school staff	Fall 2020 Spring 2021
Provide data from the district Student Information System including student service data for participation in grant project activities.	School site coordinator	Ongoing throughout the 2020-2021 School Year

OMES
OFFICE OF MANAGEMENT & ENTERPRISE SERVICES

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

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

Agency Name: Oklahoma State Department of Education Agency Number: 265

Solicitation or Purchase Order #: 2650007586

Supplier Legal Name: Lawton Public Schools

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Carla Clodfelter
Supplier Authorized Signature

9-19-19
Certified This Date

Carla Clodfelter
Printed Name

Lawton Public Schools - School Board President
Title

580 - 357 -6900
Phone Number

carla.clodfelter@lawtonps.org
Email

Fax Number

Supplier Contract Certification

Solicitation or Purchase Order #: 2650007586

Supplier name: Lawton Public Schools

Address: 753 Fort Sill Boulevard PO Box 1009 73502

City: Lawton 73505 State: OK Zip Code: ~~74447~~

Email address: carla.clodfelter@lawtonps.org

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

Carla Clodfelter — Supplier Authorized Representative Signature

9-19-19 — Date

Carla Clodfelter — Supplier Authorized Representative Printed Name

Lawton Public Schools - School Board President — Title

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Performance Evaluation

Complete this form in evaluating the level of performance of an awarded supplier when doing business with the State of Oklahoma. Please verify all information to ensure accuracy, as all necessary details must be furnished to ensure proper monitoring of supplier performance to achieve an informed and equitable evaluation of services provided. Performance evaluations become a permanent record of the supplier and to serve as a reference for a contractor's performance.

References related to performance evaluations are: Title 74 O.S. § 85.7.(C); 74 O.S. § 85.39.(C), 74 O.S. § 85.41.(B), and OAC 260:115-1-2, OAC 260:115-7-32.(g), OAC 260:115-9-1.(h)

AGENCY INFORMATION

Name: Oklahoma State Department of Education Agency number: 265

Address: 2500 N. Lincoln Blvd. City/State/Zip: Oklahoma City, Ok 73105

Contact Person: Elizabeth Suddath, Project Director Email Address: Elizabeth.suddath@sde.ok.gove

SUPPLIER INFORMATION

Name: Lawton Public Schools PeopleSoft ID number:

Address: 753 Ft. Sill Boulevard City/State/Zip: Lawton, OK 73507

Contact Person: Carla Clodfelter, School Board President Email Address: carla.clodfelter@lawtonps.org

ORDER INFORMATION

Acquisition Type: Service(s) ☒ Product(s) ☐

This evaluation covers the acquisition period from: 05 / 30 / 2019 to 09 / 30 / 2019

Acquisition process: ☐ Fixed Rate ☐ Sole Source ☐ Agency Bid ☐ OMES Bid ☒ Interagency ☐ GSA ☐ Statewide

Statewide Contract #:: Item number:

Delivery Date of Last Shipment: 09/30/19 Purchase Order # 2650007586

LEVEL OF SERVICE (If "No" please explain in the comments section.)

1. Did the deliverable meet the specifications?	☒ **Yes**	☐ **No**
2. Was the deliverable on time?	☒ **Yes**	☐ **No**
3. Was the deliverable on budget?	☒ **Yes**	☐ **No**
4. Was the contractor responsive to your needs?	☒ **Yes**	☐ **No**
5. Were there any issues after the fact?	☐ **Yes**	☒ **No**
6. Would you use the contractor again?	☒ **Yes**	☐ **No**

Comments:

Lawton Public Schools (Learning Tree Academy) is a participating school site (Cohort 1) in the Oklahoma School Climate Transformation (OKTransform) grant and has met the deliverables of year 1 services as outlined in the contract deliverables.

Desired resolution and include any additional supporting data :

Submission of this form and questions shall be sent to: CP.Feedback@omes.ok.gov

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Improving our future by degrees

Primary Data (Receiver) Point of Contact/Primary Data Custodian.
(This person will supply the list of students to be matched.)

Printed Name: Mark Mattingly

Title: Executive Director of Student Services

School/District/Entity Name: Lawton Public Schools

Phone Number: 580-357-6900 ext. 2300

Physical Address: 102 E. Gore Blvd. Lawton, OK 73501

Email Address: mmattingly@lawtonps.org

Additional Authorized Users:

Name and Title: Dr. Regina DeLoach Principal School/District: Lawton HS Lawton PS
Email Address: rdeloach@lawtonps.org Phone Number: 580-355-5170

Name and Title: Charlotte Oates Principal School/District: Eisenhower HS Lawton PS
Email Address: coates@lawtonps.org Phone Number: 580-355-9144

Name and Title: Rod Elam Principal School/District: MacArthur HS Lawton PS
Email Address: relam@lawtonps.org Phone Number: 580-355-5230

Signed by Entity Designated Signatory:
(Must be signed by the Superintendent/Chief Executive.)

Printed Name and Title: Dr. Tom Deighan Superintendent
Email Address: tom.deighan@lawtonps.org Phone Number: 580-357-6900

Return to:

Irala K. Magee
Director of Scholarship and Grant Administration
Oklahoma State Regents for Higher Education
P.O. Box 108850
Oklahoma City, OK 73101-8850
Phone: (405) 225-9378
Fax: (405) 225-9392

RESEARCH AND DATA SECURITY AGREEMENT – HIGH SCHOOLS AND ELIGIBLE NON-PROFIT ORGANIZATIONS
BETWEEN SCHOOL ENTITY AND OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

This agreement is between LAWTON PUBLIC SCHOOLS, *hereby referred to as "Entity", and the Oklahoma State Regents for Higher Education, hereby referred to as "OSRHE," collectively referred to as "the Parties".*

BOARD APPROVED

FEB 15 2018

LAWTON PUBLIC SCHOOLS

6-28-1
6-27-1

Introduction

RECITALS

A. The Entity desires that OSRHE render certain research services more fully described herein;

B. OSRHE has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Entity;

C. OSRHE desires that students be counseled to complete their educational and higher education financial assistance pursuits; and

D. the Entity has demonstrated expertise in providing such financial aid counseling and is ideally situated in relation to its students to provide such counseling services to those students attending schools within the Entity.

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term of Agreement:** This Agreement is for a term commencing on the date of signature and shall terminate upon either party receiving notice from the other pursuant to the notice provision below.

3. **Definition of Entity:** Entity shall mean any public, private, parochial, or denominational high school. Entity shall also mean a non-profit organization that 1) is, and continues to be, designated as tax-exempt by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code, 2) has as part of its mission a stated and demonstrated commitment to promoting college access and a record of legitimacy and reliability, 3) provides its services primarily to economically disadvantaged clients, 4) does not charge students, families, other clients, or schools for any of its services, 5) has not itself, nor have any of its affiliates or its parent organization, if any, been administratively or judicially formally accused of committing or determined to have committed fraud or any other material violation of law involving Federal, state, or local government funds, and 6) has submitted a written statement to the state grant agency certifying that each of the above criteria has been met and that the nonprofit organization will immediately notify the state grant agency, in writing, if it does not or cannot continue to meet any of those criteria.

4. **Scope of Services:** OSRHE agrees to provide the research services to the Entity set forth in Exhibit A (**"Services"**), in accordance with the terms and conditions of this Agreement. In exchange for the research services provided by OSRHE to Entity, Entity shall use its best efforts to encourage its students to follow through with their higher educational and financial aid pursuits.
"Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The parties may, from time to time, request changes in the Scope of Services. Any such changes shall be documented by a written amendment to this Agreement signed by both parties.

5. **Compensation:** Each party agrees to provide the Services at no cost or at no reimbursement of expenses to the other party.

6. **Confidential Information, Dissemination of Information, Ownership, Survival:**

   A. Confidential Information: In performance of this Agreement, both parties shall have access to or receive certain information that is not generally known to others (**"Confidential Information"**). Each party shall not use or disclose any Confidential Information or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of this Agreement (**"Work Product"**) without the prior written consent of the other party. Both parties shall use at least the same standard of care in the protection of the Confidential Information of the other party as each party uses to protect its own Confidential Information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.

   B. Highly Confidential Information: "Highly Confidential Information" means employee, volunteer, student, or teacher data including, but not limited to student identification number, social security number, phone number, email address, gender, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll

information. In performance of this Agreement, both parties shall have access to or receive Highly Confidential Information. Each party shall not use or disclose any Highly Confidential information without the prior written consent of the other party.

C. Transmitting and Storing Highly Confidential Information: Both parties shall:

i. When mailing physical copies of Highly Confidential Information, send the Highly Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;

ii. Only mail Highly Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Highly Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("**AES**") algorithm with a key of 256 bits or greater ("**Encrypt**"). The Highly Confidential Information shall only be mailed in accordance with the provisions of Section i, above;

iii. Encrypt all Highly Confidential Information prior to transmitting it electronically. OSRHE shall not transmit any unencrypted Highly Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols;

iv. Not send any password or other information sufficient to allow decryption of Highly Confidential Information with the Encrypted Highly Confidential Information;

v. Keep all physical copies (paper or other physical representations) of Highly Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information unsecured and unattended at any time;

vi. Encrypt any Highly Confidential Information stored on electronic media, such as CDs, DVDs, tape, flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information in any electronic format, including computer databases, unsecured, meaning accessible without a password, and unattended at any time;

vii. Both parties shall take precautions to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and

viii. Only authorized users within either organization who have signed a notarized Affidavit of Nondisclosure shall have access to Highly Confidential Information, unless disclosure of Highly Confidential Information to a third party is authorized by the prior written consent of both parties pursuant to Section D below.

D. Dissemination of Information: Neither party shall disseminate any Confidential Information or Highly Confidential Information to a third party without the prior written consent of the other party. If either party is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information, Highly Confidential Information or Work Product which may be in that party's possession, that party shall immediately give notice to the other party and its General Counsel with the understanding that the other party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Neither party shall be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Each party shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by both parties under this Agreement. **Neither party shall make any disclosure or publication whereby a sample unit or survey respondent (including students and schools) could be identified or the data furnished by or related to any particular person or school under these sections could be identified.**

E. Ownership: All original research results, data, information, records and work product generated under this Agreement, including all tangible or intangible property (collectively "Work Product") shall be jointly owned by Entity and OSRHE. Each party agrees that all Confidential Information, Highly Confidential Information and preexisting intellectual property shall at all times be and remain the property of the party that supplied it. Each party shall execute all documents and perform all acts that the other party may request in order to assist the other party in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.

F. Use of Confidential Information, Highly Confidential Information, and Work Product: Each party warrants and represents that it shall not use the Confidential Information, Highly Confidential Information or Work Product, unless in the aggregate, for any purpose not specifically identified in this agreement, including, but not limited to any research project whether internal or external to that party. Any use of the Confidential Information, Highly Confidential Information, or any Work Product not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.

G. Third Party Confidential Information and Proprietary Information: Each party agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where that party obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information

was provided by the other party) unless that party has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 12 of this Agreement, each party hereby agrees to indemnify and hold harmless the other party against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of the indemnifying party or its Staff under this Agreement.

H Return or Destruction of Confidential Information and Highly Confidential Information: Each party shall, at the other party's option, destroy or return all Confidential Information and Highly Confidential Information to the other party upon demand within three (3) business days of demand. In addition, that party shall, at the other party's option, destroy or return all Confidential Information and Highly Confidential Information that belong to the other party within three (3) days of the expiration or termination of this Agreement. In the event the party to which the aforesaid information belongs elects to have the other party destroy the Confidential Information and Highly Confidential Information, that party shall provide an affidavit attesting to such destruction.

I. Staff and Subcontractors: Each party agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by that party.

J. Oklahoma Open Records Act: The parties acknowledge that this Agreement and all documents submitted to the Educational Entity related to this contract award are a matter of public record and are subject to the Oklahoma Open Record Act (Title 51 O.S. §§24A.1 – 24A.30 as amended) and any other comparable state and federal laws.

K. Information Security Procedures: It is critical that Highly Confidential Information be kept secure and protected from unauthorized disclosure. Therefore, all the Highly Confidential Information shared pursuant to this Agreement must be stored securely so that only authorized users within the organization have access to it. This means that computer data bases should be password protected; that precautions are taken to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and that data tapes, disks, paper files and other storage media are kept in secure locations.

L. Security Incidents: Each party shall report to the other all known or suspected Security Incidents. "Security Incident" means any unauthorized action by a known or unknown person which, if successfully completed, should reasonably be considered one of the following: a cyber-attack, denial of service (DoS/DDoS), disclosure of confidential customer or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), malware infection, unsolicited network reconnaissance, or any other activity that directly affects either of the party's Confidentiality, Integrity, and Availability of systems and/or data,. "Security Incident" shall also include any contact by a law enforcement agency regarding any data. For purposes hereof, "the Parties" shall include any of their employees, agents, contractors or third parties including, without limitation, any vendors used by them that have access (either authorized or unauthorized) to the data.

M Survival: The provisions of this Section shall survive the termination or expiration of this Agreement and only be ended with the complete and secure disposal of all confidential and / or highly confidential information and with the agreement of both parties. .

7. **Representations and Warranties of the Parties:** Both parties represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

Compliance with Laws: The parties are and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including but not limited to the Drug-Free Workplace, the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment and any others relating to non-discrimination.

Authorization: Each party has taken all action necessary for the approval and execution of this Agreement, and execution by the persons signing on behalf of both parties is duly authorized and has been made with complete and full authority to commit both parties to all terms and conditions of this Agreement which shall constitute valid, binding obligations of each party.

8. **Liability:** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The participating Entities that are subject to the Oklahoma Governmental Tort Claims Act shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. Section 151 et seq. All other Entities shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees or agents. Those Entities not covered by and subject to the Oklahoma Governmental Tort Claims Act agree to hold harmless the Oklahoma State Regents for Higher Education of any claims, demands and liabilities from any act or omission on the part of the service provider and/or its agents, servants, and employees in the performance of the contract. In the event of litigation the prevailing party shall be entitled to its attorney's fees and costs as awarded by a court of competent jurisdiction. It is the express intention of the parties hereto that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

9 **Non-Liability of Entity or OSRHE Officials:** The parties agree that no member, employee, agent, officer or official of either party shall be personally charged by the other party, its members if a joint venture or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to the other party, its members if a joint venture or any subcontractors.

10 **Audit and Document Retention:** Subject to state and federal laws regarding the disclosure of student information and the confidentiality provisions of this Agreement, all records referenced above and all records required to be maintained as part of the Services shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the other party. Each party shall include in all subcontractor agreements for Services provisions requiring subcontractors to maintain the above described records and allowing the other party, the Inspector General of the Entity, federal and state auditors the same right to inspect and audit said records as set forth herein. Data received pursuant to this Agreement shall be secured in accordance with standard audit requirements, and the parties shall retain records of access and use of such data for a period of three (3) years following the termination of this Agreement.

11. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally or (ii) sent by email or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE ENTITY:

Name/Title MARK MATTINGLY
Address 102 E GORE BLVD LAWTON OK 73501
Email address mmattingly@lawtonps.org

IF TO OSRHE:

Itala Magee, Director of Scholarship and Grant Administration
OSRHE
PO Box 108850
Oklahoma City, OK 73101-8850
magee@osrhe.edu

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives on the dates shown below. This Agreement may be signed in counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Entity LAWTON PUBLIC SCHOOLS

By: Kent Jester

Date February 15, 2018

Printed Name KENT JESTER

Title PRESIDENT
(Superintendent, Chief Executive)
LAWTON BOARD OF EDUCATION

Oklahoma State Regents for Higher Education

By: Bryce L Fair

Date 2/23/18

Printed Name Bryce L Fair

Title Associate Vice Chancellor for Scholarships & Grants

Exhibit A

SCOPE OF SERVICES

This Scope of Services shall be conducted pursuant to the terms and conditions of the Research and Data Security Agreement ("**Agreement**") dated _____ by and between the Oklahoma State Regents for Higher Education ("**OSRHE**") and _____ (the "Entity"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

In furtherance of the objective outlined in the attached Agreement, the respective parties agree to do the following:

- If a high school, Entity hereby engages OSRHE to conduct an ongoing study to identify those students within the Entity to determine the FAFSA completion status of Entity students.

- If an eligible non-profit, Entity hereby engages OSRHE to conduct an ongoing study to identify students attending qualified schools for whom Entity may be able to provide scholarship aid under its assistance programs. OSRHE's services shall include the determination of FAFSA completion status of such students.

In order to facilitate this study and in accordance with the Family Educational Rights and Privacy Act ("**FERPA**"), TITLE 20, CHAPTER 31, SUBCHAPTER III, Part 4 § 1232g(b)(1)(F)*, Entity shall provide OSRHE with the following student data in a format specified by OSRHE and no later than December 15th of each year:

1. *District Code
2. *School Code
3. *Student First Name
4. Student Middle Initial
5. *Student Last Name
6. *Date of Birth (YYYYMMDD)
7. *Gender (Male=1, Female=2)

*Required

With the authority provided pursuant to the disclosure provisions in the FAFSA that allow data sharing in order to facilitate the applicant's pursuit of financial aid, OSRHE shall share the following data with Entity:

On a biweekly basis between October and June each calendar year, the OSRHE will perform the FAFSA match so that Entity will be able to determine the FAFSA status of students associated with the Entity.

Shared data shall not be used for any purpose other than those described herein. All data shall be encrypted and securely shared between the parties and no data shall be shared outside of the parties except in the aggregate.

AGREEMENT
Between
The Board of Regents of the University of Oklahoma, Health Sciences Center
for
The University of Oklahoma College of Nursing
and

BOARD APPROVED
JUL 18 2019
LAWTON PUBLIC SCHOOLS

LAWTON PUBLIC SCHOOLS

THIS AGREEMENT, made and entered into as of this **1ST DAY OF JULY, 2019** between The Board of Regents of the University of Oklahoma for The University of Oklahoma College of Nursing, hereinafter referred to as **SCHOOL** and **LAWTON PUBLIC SCHOOLS, LAWTON, OKLAHOMA,** hereinafter referred to as **AGENCY**

WITNESSETH:

WHEREAS, AGENCY is desirous of assisting **SCHOOL** in the development of a program for individuals to earn a degree in nursing, and

WHEREAS, SCHOOL recognizes the need for such a program to be established to meet the needs for the local and national community and in the interest of assisting the health care community. The **SCHOOL** is agreeable to establish such a program with the **AGENCY'S** assistance and participation which shall be limited to functions as set out herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between **AGENCY** and **SCHOOL**, as follows, to-wit:

1. **AGENCY** will make available to **SCHOOL** the facilities and patient care situations to conduct patient care clinical laboratories for students participating in the nursing program.

2. The administration of the total operation at the **AGENCY** shall be the responsibility of and under the control and supervision of **AGENCY** and shall be administered through the staff.

3. The administration and general supervision of the **SCHOOL** instruction shall be the responsibility of and under the control and supervision of the **SCHOOL** and shall be administered through the **SCHOOL** staff.

4. Prior to the first clinical experience, the **SCHOOL** will provide the following information about the participants to the **AGENCY**:

    4.1 Student's name
    4.2 Schedules and activities to be carried out in the clinical area throughout the experience
    4.3 Theory and clinical objectives
    4.4 Faculty member's name, address, office and home telephone numbers
    4.5 Information on physical and educational requirements per **AGENCY** policy

5. The **SCHOOL** will assume administrative responsibility for providing qualified and competent clinical instructors. The **SCHOOL** shall also assume academic responsibility for all classroom and clinical instruction of the **SCHOOL** students.

6. The responsibility for selecting student experiences, planning the schedule of student assignments and the number of students receiving clinical experiences at **AGENCY** will be mutually agreed upon by **AGENCY** and **SCHOOL**.

7. **AGENCY** will designate a representative to work jointly with the Administration of **SCHOOL** and said **AGENCY'S** representative will serve in a liaison capacity with **SCHOOL** faculty. The **AGENCY** and **SCHOOL** representatives will evaluate the clinical experience to determine performance improvement outcome.

8. The **AGENCY** shall, on reasonable advance notice, permit inspection of clinical facilities, records, or other items relating to the clinical teaching experience of students, by the **SCHOOL** and/or its accrediting agencies.

9. **SCHOOL** will assume full academic and administrative responsibility for the planning and execution of the educational program in nursing, including, but not limited to, administration, programming, curriculum content, faculty appointments, requirements for student admission, matriculation, promotion and graduation.

10. Should the occasion arise, all **SCHOOL** students and clinical instructors will be furnished emergency care and treatment as is available by the **AGENCY** until the individual can be transferred to the care of a personal physician. Charges for such care provided to **SCHOOL** students or faculty are the responsibility of the individual student or faculty.

11. **SCHOOL** and its faculty are self-insured under the Oklahoma Governmental Tort Claims Act. **SCHOOL** agrees to furnish verification of liability insurance covering the participating students. Agency shall maintain insurance in amounts sufficient to cover its responsibilities hereunder.

12. **SCHOOL** shall direct both students and instructors to comply with the applicable published rules and regulations of **AGENCY,** including **JCAHO or equivalent accrediting body, as applicable to AGENCY**. **AGENCY** will be responsible for providing orientation to instructors and students as to rules and regulations of the **AGENCY** and any changes thereto.

13. **SCHOOL**, along with **SCHOOL'S** students, shall respect and conscientiously observe the confidential nature of all information which may come to either or all of them, individually or collectively, with respect to patients and patients' records. **The attached Trainee Confidentiality Agreement must be signed by each student and faculty member (if any) sent to the Facility. Each party agrees to observe, maintain and require the confidentiality of the other party's confidential and proprietary information to the extent provided by law.**

14. **SCHOOL** accepts the condition that no student or **SCHOOL** faculty member is to be considered an employee of the **AGENCY** under this Agreement. It is understood by the parties that the **AGENCY** will not be paid for its services or for the use of its facilities, nor

will the **SCHOOL** faculty or the students receive any monetary compensation whatsoever from **AGENCY** for their involvement with this contract.

15. **AGENCY** may exclude from the clinical experience any student or faculty whose professional conduct or health status is a detriment to the successful completion of the clinical experience or the welfare of the patients, or whose performance continues to fall below the level required to do practice. However, **AGENCY** must first notify the **SCHOOL** of the problems thereby affording the **SCHOOL** an opportunity to address and correct such problems.

16. **SCHOOL** and **AGENCY** will mutually agree to appropriate attire, including identification badges for students and faculty, which will meet **AGENCY** standards.

17. This Agreement shall be effective **JULY 1, 2019** and shall continue until **JUNE 30, 2024.** It may be terminated by either party upon ninety (90) days written notice thereof; provided, however, that students shall be allowed to complete their clinical experiences should termination occur during a semester. Either party may terminate the Agreement immediately in the event of material breach of the Agreement.

18. The **AGENCY** has complete responsibility for the quality of nursing care rendered to patients.

19. This Agreement and/or rights, duties and obligations hereunder may not be assigned by either party.

20. This Agreement and any disputes arising under it shall be governed by the laws of the State of Oklahoma, without regard to its choice of law provision. The validity, construction, and enforcement of this Agreement shall also be governed by the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

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

22. In accordance with federal law, **AGENCY** acknowledges and agrees that **SCHOOL** may have legal obligations to investigate and remedy potential harassment or discriminatory actions taken against its students or employees while they are engaged in the clinical rotation at **AGENCY**. **AGENCY** agrees to cooperate with **SCHOOL** in any such

investigation and agrees to take remedial actions to ensure such harassment or discrimination ceases. If **SCHOOL** determines that the remedial action taken or proposed by **AGENCY** is not acceptable, **SCHOOL** may terminate this Agreement immediately.

23. As applicable, should the **SCHOOL** or the **SCHOOL'S** students provide the **AGENCY** confidential information, as defined by applicable law, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, **AGENCY** certifies that it shall maintain the confidential information, as required by applicable Oklahoma and Federal law and that it shall not re-disclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA or by other applicable laws. **AGENCY** shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. **AGENCY** shall extend these measures by contract to all subcontractors used by **AGENCY**. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with **AGENCY** for a period of at least five (5) years from the date of the violation. If **AGENCY** becomes aware of a security breach relating to this information, **AGENCY** shall immediately notify the **SCHOOL** and shall fully cooperate with the **SCHOOL**. **AGENCY** shall indemnify **SCHOOL** for any breach of confidentiality by it, its employees, agents and/or subcontractors, and the failure to uphold its responsibilities to protect confidential information.

24. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matters hereof. Any modifications hereto shall be valid only if set forth in writing and signed by all parties hereto. This contract is executed in duplicate, each of which is to be regarded as an original by both parties.

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

APPROVED
AUTHORIZED SIGNATURES

Board of Regents of the University of Oklahoma, Health Sciences Center
1105 N. Stonewall Avenue, LIB121
Oklahoma City, OK 73117

Brandt Wiskur
Brandt Wiskur (Jul 30, 2019)

Brandt Wiskur, PhD, MSW
Interim Vice Provost for Academic Affairs

LAWTON PUBLIC SCHOOLS

Carla Clodfelter 7-18-19

Signature Date

Carla Clodfelter, Board President
PO Box 1009, 753 Ft. Sill Blvd
Lawton, OK 73502-1009
580-357-6900
Kathy Bentley; kbentley@lawtonps.org

COLLEGE OF NURSING

OUTGOING TRAINEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is effective this ____ day of _____, 20__, by and between the _____ ("Facility") and _____, ("Affiliate"), a __trainee __faculty member at the University of Oklahoma Health Sciences Center ("OUHSC").

Affiliate acknowledges that as a result of the clinical and related educational activities he or she will undertake at or through Facility, Affiliate may have access to confidential information, including patient identities and health information. Affiliate shall hold confidential all identifiable patient and Facility information obtained as a participant in these activities and will not disclose any personal, medical, financial, or related information to third parties, including family members, students, faculty members, or other health care providers without prior written approval of the supervisor or course coordinator. Affiliate is committed to protecting from any disclosure, whether written or oral, any and all confidential information that Affiliate may come into contact with. Affiliate may not view, copy, or remove from the premises patient schedules, procedure schedules, patient medical records, or similar documents, except as permitted under this Agreement and any related affiliation agreements. Affiliate may not use any confidential information in presentations, reports, social media, or publications of any kind without prior written approval of the supervisor or course coordinator.

Affiliate will not bring to Facility the confidential information of OUHSC or store such in or on Facility property without prior written approval of the supervisor or course coordinator.

Affiliate will not use or disclose patient information in a manner that would violate the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Affiliate acknowledges that any breach of confidentiality or misuse of confidential information may result in termination of Affiliate's participation hereunder and in other actions deemed necessary by Facility. Unauthorized disclosure may cause irreparable injury to the owner of the information.

I have read these terms and I understand and agree to abide by them. I also understand I may have additional obligations or limitations under the related Affiliation Agreement between OUHSC and Facility.

_____

Affiliate Printed Name

_____ _____

Affiliate Signature Date

6-27-19

BOARD APPROVED

FEB 04 2019

LAWTON PUBLIC SCHOOLS

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

LAWTON PUBLIC SCHOOLS

Tax ID # (FEIN/TIN)

Sold-To: Address

753 NW FORT SILL BLVD, LAWTON, OK, 73507-5498, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Dave McDermott	5807134207	0010790708

Bill-To: Address

PO BOX 1009, LAWTON, OK, 73502-1009, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
NANCY MCQUAIDE	5803576900	0017348621	nmcquaide@lawtonps.org

Ship-To: Address

753 NW FORT SILL BLVD, LAWTON, OK, 73507-5498, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Dave McDermott	5807134207	0010790708

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	ADDRESSPRINTER	AddressRight Printer
1	CRM7	CRight Mailer Elec Deliv Stand-alone SW
1	DA8N	DA8N DA80F Hi Speed Fixed Head Printer
1	F790042-01	Power Cord
1	F90I	Basic Installation and Training
1	SMA_TIER1	SMA TIER 1-SOFTWARE SERVICE AGREEMENT
1	STDSLA	Standard SLA-Equipment Service Agreement (for AddressRight Printer)
1	WF90008-01	DA80F Kit- US
1	RELAY4000	Relay 4000 Inserting System
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 4000 Inserting System)
1	TI40	TI40 - Relay 4000 Inserting System
1	RELAY4000	Relay 4000 Inserting System
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 4000 Inserting System)
1	TI40	TI40 - Relay 4000 Inserting System

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See Pitney Bowes Terms for additional terms and conditions

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	$ 1,234.20	$ 3,702.60

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPO16-169887; SW1008
State/Entity's Contract#

Lessee Signature

LAWTON PUBLIC SCHOOLS
Print Name

KENT JESTER, PRESIDENT
Title

LAWTON BOARD OF EDUCATION
Date

2-4-19
Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Kevin Greear	kevin.greear@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions

Pitney Bowes

BOARD APPROVED 6-28-16 6-28-18
NOV 19 2015 6-27-17 6-27-19
LAWTON PUBLIC SCHOOLS

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Agreement Number

Your Business Information

LAWTON PUBLIC SCHOOLS			
Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
PO BOX 1009	LAWTON	OK	73502-1009
Billing Address: Street	City	State	Zip+4
		16287861880	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
753 NW FORT SILL BLVD	LAWTON	OK	73507-5421
Installation Address (*If different from billing address*): Street	City	State	Zip+4
		22202921866	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (*from - to*)	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	Connect+ 2000 Series
1	Connect+ Series Meter
1	130/70 LPM Feature
1	10 lb Interfaced Weighing
1	Connect+ Analytics (Max 500 Accounts)
1	Color Graphics Printing
1	Connect+ Ship a Package Feature
1	e-Return Receipt Feature
1	15 in. Display – High Res Apps Center
1	INVIEW Dashboard – Single Unit Only (DM300-Connect+)
	Additional Items on following page

Check items to be included in customer's payment

[X] **Equipment Maintenance(Included with your payments for the initial term)**
Provides service coverage including certain parts and labor

[X] **Software Maintenance (1st year included)**
Provides revision updates and technical assistance

[X] **Soft-Guard® Subscription (Included with your meter rental)**
Provides postal and carrier updates

[X] **IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes ( )resets per year

(X) **Confirmation Services**
( ) **Purchase Power®**

Electronic access to postal confirmation services Receive an invoice for postage,consolidated billing and enhanced management reporting information.

Your Payment Plan

Number Of Months		Monthly Amount *
First	60	$ 560.18

(*Does not include any applicable taxes)

Jan, 2016

( ) Required advance check of $( ) received
Tax Exempt# State Tax *(If applicable)*
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSPO11-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Eric Sharum	11-19-15	ITSW1008
Customer Signature Lawton Board of Education	Date	State's/Entity's Participating Addendum #
Eric Sharum	Vice President	dmcdermott@lawtonps.org
Print Name	Title	Email Address

Sales Information

Kevin Greear	059	
Account Rep Name	District Office	PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

WSCA / NASPO FMV Lease Option C Agreement (Version 3/13)
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Pitney Bowes

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Agreement Number

Your Business Information

LAWTON PUBLIC SCHOOLS			
Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
PO BOX 1009	LAWTON	OK	73502-1009
Billing Address: Street	City	State	Zip+4
		16287861880	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
753 NW FORT SILL BLVD	LAWTON	OK	73507-5421
Installation Address (*If different from billing address*): Street	City	State	Zip+4
		22202921866	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (*from - to*)	Customer PO #	Delivery CAN #	

Your Business Needs

1	Connect+ 2000 Color Printer
1	Connect+ Power Stacker
1	Connect+ Ship a Package
1	e-Return Receipt Reference Number Feature Only
1	Connect+ VBS Training
1	Connect+ VBS Welcome Kit
1	Barcode Scanner
1	IntelliLink Subscription
1	15lb Scale Platform/Stand
1	INVIEW Subscription

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BOARD APPROVED
AUG 2 2 2019
LAWTON PUBLIC SCHOOLS

AGREEMENT

THIS AGREEMENT, made and entered into effective the 1st day of July, 2019, by and between Independent School District No. 8, Comanche County, Oklahoma, hereinafter referred to as "District" and Playcare, Inc., hereinafter referred to as "Playcare,"

WITNESSETH:

WHEREAS, Playcare is a nationally accredited, three star child care facility.

WHEREAS, District and Playcare are entering into this agreement to set forth the terms and conditions whereby Playcare will continue to allow District to operate a program for four year old students in its facility.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties it is stipulated and agreed between the parties as follows:

1. Playcare agrees to provide the facility, administrative staff and all other personnel with the exception of the certified teachers and teacher assistants required to run a quality four year old educational program.

2. The District agrees to provide the early childhood certified teachers and teacher assistants necessary to provide the instruction for this program. These teachers and teacher assistants will be under contract with the District and will be required to comply with all of the policies of the District. Teachers and teacher assistants shall be entitled to all holidays, breaks, vacations and other release times as granted by the LPS calendar. Teachers and teacher assistants shall not be

required to work any additional time outside of the calendar requirements of their District contracts. Teachers and teacher assistants may enter into an individual contractual agreement with Playcare for additional employment compensation but are under no obligation to do so in order to maintain their employment in the program between the District and Playcare. These individual agreements shall be in writing, and have the employee's signature. A copy must be on file in the LPS Human Resource Office and not obligate the District to pay any salary or costs related to such agreements.

3. Playcare further agrees to provide food services, consumable supplies, equipment, educational materials and all other services normally provided for and available to student enrolled in a four year old state funded educational program.

4. Both parties agree that the services to be provided to the students enrolled in this program shall meet the requirements of the Oklahoma State Department of Education.

5. Playcare shall not charge tuition for educational services rendered by the teacher or teacher assistant assigned by the District.

6. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to Playcare and will assign substitutes, when available, in the same manner as substitutes are assigned in the District's schools. The teacher and teacher assistants assigned to Playcare shall be mutually agreed upon by a decision of the District and Playcare.

Compensation, including wages and fringe benefits, shall be provided to teachers assigned to Playcare at a rate determined by the District.

7. Teachers and teacher assistants supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of the assigned representative of Playcare. In particular, the assigned representative of Playcare shall provide the designee of the District with information regarding the teacher's and teacher assistant's compliance with Playcare regulations.

8. For the purpose of this contract, the term "disciplinary action" includes admonishment, suspension, reassignment, dismissal, non-preemployment or the initiation of any process or proceeding required by law to accomplish these actions.

9. Should Playcare find any District employee to have acted in a manner which (1) may constitute grounds for dismissal or non-preemployment of teachers pursuant to 70 O.S. §6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this contract, Playcare shall promptly report the acts in writing to the District. The District shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The District shall then report to Playcare, in writing, its findings, actions and reasons for the specific action (or non action) taken. Playcare hereby recognizes the District's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the District in such efforts as necessary and requested by the District.

10. District and Playcare staff will meet every other month to review the progress of the program being operated pursuant to this agreement. Both parties will prepare an evaluation in May of each year this agreement is in effect. At any of these meetings either party may request that a program improvement plan be developed and implemented. The administrative staff of both parties must agree that a program improvement plan is needed and that the proposed plan is acceptable before the plan is put into effect.

11. District agrees to pay Playcare $300 per child for each child properly enrolled in the DISTRICT and being served by the Playcare four year old program on the first school day in October. If the program is less than a full day program, the payment shall be proportionately reduced ($150 per child for half day program). This sum shall be paid only if the enrollment in the Playcare program is 15 students, but not more than 22 students on the aforementioned date.

12. The term of this agreement will be from July 1, 2019. This agreement shall continue thereafter from year to year until either party elects to terminate by giving written notice to the other party on or before July 15 of the then current year that they are terminating the agreement for the upcoming school year.

13. Playcare shall carry general liability insurance and errors and omissions insurance in minimum limits of ONE MILLION DOLLARS ($1,000,000.00). LPS shall also carry general liability insurance in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000.00) per person and ONE MILLION DOLLARS ($1,000,000.00) aggregate and errors and omissions insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000.00).

14. LPS and Playcare agrees to indemnify and hold the other harmless from any claims or actions brought against either party by reason the acts or actions of the indemnifying party or its employees, including costs and attorney fees incurred in defending such claim or action.

IN WITNESS WHEREOF, the parties have set their hand the date first written above.

Board of Education, District #8
Comanche County
CARLA CLODFELTER
By _____
President, LAWTON BOARD OF EDUCATION

Playcare, Inc.
By _____
Rick Kerr
VP Finance & Operations

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5057 N. Classen Boulevard, Suite 100 • Oklahoma City, OK 73118

BOARD APPROVED
SEP 11 2017
LAWTON PUBLIC SCHOOLS
6-28-18
6-27-19

AGREEMENT FOR BOND COUNSEL SERVICES

INDEPENDENT SCHOOL DISTRICT NO. 8 OF COMANCHE COUNTY, OKLAHOMA
GENERAL OBLIGATION BONDS AND/OR LEASE REVENUE OBLIGATIONS

THIS AGREEMENT is entered into as of September 11, 2017, by and between THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), and INDEPENDENT SCHOOL DISTRICT NO. 8 OF COMANCHE COUNTY, OKLAHOMA (the "District"), a political subdivision of the State of Oklahoma, as follows:

RECITALS

WHEREAS, the District desires to engage PFLG as bond counsel in connection with the financing of certain capital projects authorized at an election to be held by the District on November 14, 2017 (the "2017 Election"), as well as in connection with the financing of certain capital projects authorized at a previously held election on April 1, 2014 (the "2014 Election"), all along with related costs (collectively, the "Projects"); and

WHEREAS, to finance all or a portion of the costs of the Projects, the District intends to issue one or more series of its General Obligation Bonds as may be authorized pursuant to the 2014 Election and/or the 2017 Election (collectively, the "Bonds"); and

WHEREAS, the District further acknowledges that it may in the future consider one or more transactions whereby the District, or a public trust on behalf of the District, issues lease purchase obligations (the "Lease Purchase Obligations") to construct portions of certain Projects, which obligations will be retired with the proceeds of the Bonds based upon the acquisition of all or distinct portions of the Projects being acquired by the District; and

WHEREAS, the issuance of Bonds and Lease Purchase Obligations shall be referred to collectively as the "Financing Plan"; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by District as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the District:

(1) Consultation with representatives of the District, including the Superintendent, the legal, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.

(2) Furnish full directions of all steps necessary to be taken by the District in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of Bonds and/or for the issuance of any Lease Purchase Obligations by the District or a public trust on behalf of the District.

(3) Provide and furnish forms, outlines of procedure, resolutions or ordinances necessary for the issuance of such Bonds and/or the Lease Purchase Obligations (collectively, the "Financing Documents").

(4) Review of documentation with respect to any letter of credit or bond insurance policy provided in connection with a Financing, if any.

(5) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the District as they may request.

(6) Preparation of final closing papers to be executed by the District required to effect delivery of each series of Bonds and/or Lease Purchase Obligations and coordination of the Bond and/or Lease Purchase Obligation closings, including seeking the approval of each series of Bonds by the Attorney General of the State of Oklahoma.

(7) In connection with the closing of any series of Bonds, to furnish at least four (4) transcripts of the entire proceedings, one of which shall be filed with the Attorney General of Oklahoma, the Comanche County District Attorney, one of which shall be filed with the Clerk of the District, and one of which shall accompany the Bonds.

(8) Rendering of bond counsel's customary final legal opinion on the validity of the Bonds and/or the Lease Purchase Obligations and, with respect to any tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by BOK Financial Securities, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend

to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds and/or Lease Purchase Obligations, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the District's Official Statement and/or any Continuing Disclosure Undertakings for any Bonds and/or Lease Purchase Obligations, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to any Bonds and/or Lease Purchase Obligations. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and/or Lease Purchase Obligations and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds and/or Lease Purchase Obligations, proceeds of any financing, or the Project after issuance of the Bonds and/or Lease Purchase Obligations.

2. <u>Compensation and Reimbursements.</u>

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid a fixed fee at the time of issuance of the Bonds and/or Lease Purchase Obligations as follows:

(i) <u>General Obligation Bonds</u>. One half of one percent (0.5%) of the par amount of each series of Bonds issued, subject to a maximum fee of $35,000.00, for each series of Bonds issued pursuant to the 2014 Election authorization and/or the 2017 Election authorization.

(ii) Lease Purchase Obligations. One half of one percent (0.5%) of the par amount of each series of Lease Purchase Obligations issued pursuant to the 2014 Election authorization and/or the 2017 Election authorization.

B. *Expenses.* PFLG shall also be paid a fixed amount of $2,500.00 to cover expenses and transcript production and distribution in connection with each series of Bonds and/or Lease Purchase Obligations, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with each series of Bonds and/or Lease Purchase Obligations shall be paid directly by the District, but if paid by PFLG on behalf of the District, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by the District at the time of issuance of the Bonds and/or Lease Purchase Obligations. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and/or Lease Purchase Obligations and shall be entirely contingent upon issuance of the Bonds and/or Lease Purchase Obligations.

D. *Term of Engagement.* This Agreement shall remain in full force and effect through and including June 30, 2018, and shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as all of the Bonds authorized in the Election shall be issued or this Agreement shall be otherwise terminated as provided herein.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds and/or Lease Purchase Obligations; provided that the District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds and/or Lease Purchase Obligations or the District.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of bonds, notes, or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds and/or Lease Purchase Obligations, PFLG will act as special counsel to the District with respect to issuance of the Bonds and/or Lease Purchase Obligations; i.e., PFLG will assist the District's Legal Counsel in representing District but only with respect to validity of the Bonds and/or Lease Purchase Obligations and the Financing Documents, and the tax status of interest on the Bonds and/or Lease Purchase Obligations, in a manner not inconsistent with the role of bond counsel described above.

The District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The District may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds and/or Lease Purchase Obligations (if not the District). The District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of the District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III or Nathan D. Ellis

DISTRICT:

Independent School District No. 8 of Comanche County, Oklahoma
753 NW Fort Sill Blvd.
Lawton, OK 73507
Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

The District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis, Esq.

INDEPENDENT SCHOOL DISTRICT NO. 8 OF COMANCHE COUNTY, OKLAHOMA

By: _____
Title: Chairperson, Board of Education
Date: September 11, 2017

BOARD APPROVED

SEP 11 2017

LAWTON PUBLIC SCHOOLS

6-28-18
6-27-19

BOK FINANCIAL SECURITIES
Public Finance Division
201 Robert S. Kerr Avenue, 4th Floor
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

September 11, 2017

Board of Education
Lawton Public Schools
PO Box 1009
Lawton, OK 73502-1009

RE: Financial Advisory Services Provided to Independent School District Number 8 of Comanche County, Oklahoma (Lawton Public Schools)

The purpose of this engagement letter (the "Letter") is to set forth the role BOK Financial Securities, Inc. ("BOKFS") proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to Independent School District Number 8 of Comanche County, Oklahoma (Lawton Public Schools) (the "Issuer" or "District"). Upon Issuer's acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer's financial advisor, effective on the date this Letter is executed by Issuer (the "Effective Date").

1. **Scope of Services**. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt, primarily bonds. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed bond issue(s).

(a) The Services shall be limited to the services described in **Appendix A** (the "Scope of Services").

(b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.

(c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may prepared by BOKFS as provided for in the Scope of Services.

(d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") without BOKFS's prior written consent.

Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors. **NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE**

(e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. **BOKFS's Regulatory Obligations When Providing Services to Issuer.**

(a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.

(b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. **Compensation.** For the above services, Issuer agrees to pay BOKFS the following:

(a) General Obligation Bonds: A fee of 1/2% of the par amount of each series of Bonds issued, subject to a maximum fee of $35,000.00 for each series of Bonds issued, plus expense reimbursement of $2,500.00 which does not include out-of-state travel, which travel will be reimbursed on actual costs if such travel is approved by the Issuer.

(b) Lease Purchase Transactions: A fee of 1/2% of the par amount of each series of Lease Purchase Obligations issued, plus expense reimbursement of $2,500.00 which does not include out-of-state travel, which travel will be reimbursed on actual costs if such travel is approved by the Issuer.

(c) Offering document printing, bond printing, DTC and CUSIP registration, mailing and distribution, bond counsel, rating fees, paying agent fees and other normal costs of issuance are the responsibility of the Issuer. To the extent the Issuer desires or it is convenient for BOKFS to front these types of expenditures, BOKFS will be reimbursed on actual costs and such reimbursement will be separate from BOKFS's out-of-pocket expense reimbursement. BOKFS's out-of-pocket expense reimbursement covers such items as copies, mail, fax, overnight delivery, report printing, and other hard costs.

4. **Term of this Engagement.** This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

(a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,

(b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,

(c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B**.

7. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither

party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Third Party Beneficiaries.** This is not a third party beneficiary contract. No person or entity other than a party hereto shall have any rights under this Agreement.

15. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

16. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

17. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

18. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

19. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

The District and BOKFS have executed this Agreement by their duly authorized representatives as of the date provided above.

BOK FINANCIAL SECURITIES, INC.

Chris Gander, Investment Banker

INDEPENDENT SCHOOL DISTRICT NUMBER 8
COMANCHE COUNTY, OKLAHOMA
(LAWTON PUBLIC SCHOOLS)

Title: Chairperson, Board of Education
Date: September 11, 2017

APPENDIX A
SCOPE OF SERVICES

A. Review financing needs of the Issuer.

B. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. The survey is to include an analysis of the existing debt structure as compared with the existing and projected sources of revenue which may be pledged to secure payment of debt service.

C. Assist in developing a plan of financing for needs of the Issuer, and/or financing alternatives available to the Issuer.

D. Submit recommendations to the Issuer on the debt instruments and structure of debt under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, tax levy tables, options for prior payment, security provisions, timing of sale and any other additional provisions designed to make the issue attractive to investors.

E. Advise the Issuer of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence interest rates or bidding conditions.

F. Assist in developing presentations and applications for submission to rating agencies, and preparation of Official Statement and other offering materials.

G. Cooperate with Bond Counsel in preparation of legal documents and in assuring compliance with legal and regulatory requirements.

H. Handle sale of all debt issues, both competitive and negotiated.

I. Assist Bond Counsel with the preparation of forms and documents required for filing with the IRS or other governmental agency.

J. Advise and assist with compliance with continuing disclosure regulations.

K. Provide follow-up analysis after issues, and analysis and advice regarding financing needs and questions during term of engagement.

L. While serving as the Issuer's financial advisor, BOKFS agrees to refrain from acting as the underwriter in the original issue of any Issuer securities.

M. On an as-needed basis, BOKFS shall meet and consult with the administration and staff of the Issuer concerning the Scope of Services herein. BOKFS shall further be available to confer with the Issuer and legal staff concerning questions regarding the business of the Issuer.

N. BOKFS agrees to present all notice of sale documents and/or financing agreements, and other documents, to the Issuer's administration for advance review and approval.

APPENDIX B
DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. ("BOKFS") to Independent School District Number 8 of Comanche County, Oklahoma (Lawton Public Schools) ("Issuer") in connection with the Engagement Letter (the "Letter") and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer's best interests without regard to BOKFS's financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the "Affiliate"), may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS's activities. The Affiliate's business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer's business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer's business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts.

If the fees due under the Engagement Letter will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary or disadvantageous financings. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are based on hourly fees of BOKFS's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Issuer and BOKFS do not agree on a reasonable maximum amount at the outset of the engagement, because BOKFS does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer's interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to Issuer.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

BOARD APPROVED

MAY 16 2017

LAWTON PUBLIC SCHOOLS

6-27-17
6-28-18
6-27-19

RANK ONE SPORT

PART OF THE ALLPLAYERS NETWORK™

Agreement

This Agreement ("Agreement") is made between Rank One Sport, an AllPlayers Network, Inc., company, ("RANK ONE SPORT") and Lawton Public Schools Athletic Department ("Client").

Client has reviewed, acknowledged, and agreed to the terms and conditions and privacy policy listed on RANK ONE SPORT's website located at www.rankonesport.com/content/terms-conditions/ and www.rankonesport.com/content/privacy-policy/.

This Agreement shall commence on execution of the Agreement and shall continue for one year in full force and effect and shall automatically renew until terminated by either party upon at least thirty (30) days prior written notice.

Client agrees to pay RANK ONE SPORT the amounts set forth in the invoice attached hereto, and in accordance with the payment terms set forth in the invoice. If Client chooses to retain the services of RANK ONE SPORT for additional years, the amount will be set forth in additional invoices.

RANK ONE SPORT agrees to maintain the confidentiality of confidential materials and information (hereinafter referred to as "Client Confidential Information") of Client that RANK ONE SPORT learns or has access to due to client's use of RANK ONE SPORT software. RANK ONE SPORT shall take various security measures designed to maintain such confidentiality and security of information, including, but not limited to the following: (1) RANK ONE SPORT shall use Secure Sockets Layer (SSL) protocols in encrypt data transmission and to protect access to Client data maintained by RANK ONE SPORT; and (2) without the prior written consent of Client, RANK ONE SPORT shall not disclose, give or transfer such Client Confidential Information to any third party. To the extent permitted by law, Client agrees to maintain the confidentiality of RANK ONE SPORT's confidential materials and information (hereinafter referred to as "RANK ONE SPORT Confidential Information") that Client learns or has access to due to its use of the website and shall take various security measures designed to maintain such confidentiality; without the prior written consent of RANK ONE SPORT client shall not disclose, give or transfer such RANK ONE SPORT Confidential Information to any third party.

RANK ONE SPORT shall not be responsible for delays or failures of the website or software if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

This Agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors, and assigns. This Agreement contains the entire Agreement between the parties. It supersedes any and all prior Agreements, arrangements or understandings between the parties concerning the subject matter. No oral understandings, statements, promises or inducements contrary to or inconsistent with the terms of this Agreement exist.

This Agreement is subject to modification, waiver or addition only by means of a writing signed by both parties. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of the State of Texas. Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this Agreement other than in the state or federal courts located in Dallas County, State of Texas. Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim. The parties agree to attempt resolution of any disagreement by and through mediation before resorting to litigation if the parties can agree upon a mediator. Each party has had an ample opportunity and has been encouraged to review this document with their attorney of choice. If any term or provision of this Agreement shall be invalid or unenforceable under applicable law, then such term or provision shall be fully severable from the remainder and shall not affect the validity or enforceability of any other provision or term contained herein. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other relief to which he, she or it may be entitled.

RANK ONE SPORT and Client have executed this Agreement as of 5/16/17 ("Effective Date").

RANK ONE SPORT an AllPlayers Network, Inc., company	Client
By: Brian Mann	By: Lori Brick
Title: President	Title: PRESIDENT, LAWTON BOARD OF EDUCATION
Date: 5/3/2017	Date: May 16, 2017

RANK ONE
SPORT

May 3, 2017

Lawton Public Schools

ATTN: Mr. Michael Moore,

Rank One Sport is pleased to provide the following quote for the services of Rank One Sport Athletic Department Software.

Three High Schools *(Middle Schools included)*

- Annual Subscription: $ 1,800
- Onetime Setup Fee Including our Electronic Forms: $1,300
- Optional on-site training recommended first year $500

Price includes use at the High Schoos and Middle Schools, Electronic Forms, Unlimited Users, Unlimited technical support, Student Data Upload, and the mobile App.

Thank you for the opportunity to work with you and your district. Please let me know if you have any questions.

Sincerely,

Brian Mann
C: (940) 594-5961
bmann@rankonesport.com
www.rankonesport.com

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BOARD APPROVED

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LAWTON PUBLIC SCHOOLS

School Pantry Program Agreement

This School Pantry Program Agreement ("Agreement"), which is entered into upon the date of the last signature below ("Effective Date") by and between the Regional Food Bank of Oklahoma ("Regional Food Bank") and Central Middle School Pantry site ("School Pantry Site") with an address of 1201 N.W. Fort Sill Blvd. Lawton, OK 73507, each hereinafter referred to as "Party" or collectively as the "Parties."

This Agreement shall be for the stated purpose of forming a collaborative effort between the Parties to administer a School Pantry Program ("School Pantry Program"), a program of Regional Food Bank. In executing this Agreement and for good and valuable consideration provided to the Parties by each other under this Agreement, the Parties agree to the following terms and conditions:

Regional Food Bank agrees to the following:

1. Provide Regional Food Bank products to School Pantry Site at no actual cost.
2. Appoint a primary coordinator for School Pantry Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
3. Ensure that School Pantry Site meets national and local School Pantry Program standards, the compliance of which shall be maintained through monitoring, inspections, and site visits to be performed by Regional Food Bank at such times selected by Regional Food Bank.
4. Provide or coordinate training opportunities for School Pantry Site staff and volunteers, as appropriate, which shall include, but not be limited to, training on topics such as recordkeeping, reporting, logistics, and student eligibility.

School Pantry Site agrees to the following:

1. Ensure that at the time of the Effective Date of this Agreement and through the life of this Agreement, School Pantry Site is in compliance with all applicable federal, state and local laws, statutes, ordinances, and regulations, and to correct, as soon as is reasonably practical, any violation of the same.
2. Use Regional Food Bank product exclusively for distribution to students needing emergency food assistance. School Pantry Site agrees to:
    a. Not sell product;
    b. Not impose a charge or require a donation for product;
    c. Not to use product for fundraisers or any other activity of the school; and
    d. Not to transfer, trade, exchange, or barter product in exchange for money, property, or services, or otherwise allow the items to reenter commercial channels.
3. To provide assistance without regard to race, color, sex, age, religion, national origin, ancestry, handicap, or sexual orientation.
4. Develop an internal process for determining student need and eligibility for School Pantry Program.
5. Keep adequate records to demonstrate that Regional Food Bank products have been distributed to students in need of assistance. Records to include distribution date(s); student's name, address, and number of persons in household; and whether student participates in the School Breakfast and National School Lunch Programs.

6. Offer educational material as needed on food and nutrition assistance programs and emergency food services, such as the School Breakfast and National School Lunch Programs, the Supplemental Nutrition Assistance Program (SNAP), and Regional Food Bank partner agencies.
7. Inform Regional Food Bank of any changes in School Pantry Site staff and volunteers, and/or days and hours of operation.
8. Permit Regional Food Bank to conduct periodic monitoring and on-site inspection visit at such times selected by Regional Food Bank during normal business hours.
9. Submit to the Regional Food Bank's information to complete a national background check, at the Regional Food Bank's sole cost and expense, on all School Pantry Site volunteers who are not employed by the school district.
10. Upon execution of this Agreement by the Parties, and a primary part of the consideration being provided to Regional Food Bank under this Agreement, School Pantry Site agrees to indemnify, release, defend and hold harmless Regional Food Bank, its officers, directors, employees, agents, representatives, successors, or any other person or entity under its direct or indirect control and hereby assigns to, acquits and forever discharges Regional Food Bank from and against any and all past, present and future claims, losses, damages, suits, causes of actions, or any other injuries to persons, property (both real and personal) or other requests for payments (except as authorized in this Agreement), whether known or unknown, fixed or contingent, that have been, could have been, or as may develop in the future, of any kind whatsoever that are in any way related to the subject matter of this Agreement.
11. Follow all other guidelines or restrictions as may be set forth by Regional Food Bank in its discretion, from time to time, which shall be made available to School Pantry Site upon or as soon as practicable thereafter the issuance of any such guidelines or restrictions.

Termination. Either Party shall have the right to terminate this Agreement, at will, by providing the non-terminating Party written notice of termination. The Termination Date shall be the date of actual receipt of the notice of termination ("Termination Date"). In addition to termination at will, this Agreement may also be terminated for cause ("Termination for Cause") or by reason of material breach ("Termination for Material Breach").

Termination for Cause: Termination for Cause includes, but is not limited to, the occurrence of any of the following:

1. School Pantry Site discontinues or abandons School Pantry Program.
2. Regional Food Bank, in its sole discretion, makes a determination that School Pantry Site has failed to use food and other products exclusively and solely for the purpose of furthering School Pantry Program as pursuant to the terms and conditions stated within in this Agreement.
3. School Pantry Site operates School Pantry Program in a way that presents a health or safety hazard to the public, or School Pantry Site fails to promptly address and correct any deficiency, unsatisfactory condition, or areas requiring improvement.
4. Any School Pantry Site staff member or volunteer is convicted of a felony or any other crime involving moral turpitude.

Termination for Material Breach: If School Pantry Site defaults by the failure to comply in all material respects with the terms of this Agreement or to substantially perform in good faith the

programs, services and responsibilities required herein, Regional Food Bank retains the right to immediately terminate this Agreement.

Availability of Remedies. Upon termination of this Agreement, by any of the aforementioned manners, School Pantry Site will return food and other products provided by Regional Food under the terms of this Agreement within 30 days of Termination Date.

This Agreement constitutes the complete and entire agreement between the Parties relating to the subject matter and supersedes any previous contracts, agreements, and understandings between the Parties, whether oral or written, relating to such subject matter.

The provisions of this Agreement will be deemed severable and, in the event that any provision contained herein is held to be invalid or unenforceable by a court of competent jurisdiction, all other provisions contained herein that can be given full force and effect after removal of the invalid provision will remain valid and enforceable to the fullest extent permitted by law.

If a dispute arises with regards to the interpretation or performance of this Agreement, or any of the various provisions expressed herein, the Parties agree to attempt to resolve such disputes with mediation, such mediator to be mutually selected by the Parties or by some other mutually agreed upon Alternative Dispute Resolution process.

By signing this, I certify that I have read and understand all of this Agreement and understand that this Agreement contains in part a release, and I agree to abide by the terms and the intent of this Agreement.

School Pantry Site

Regina Lambert
Name: Regina Lambert
Title: School Pantry Site Principal

9/27/12
Date

George Schutz 11/5/12
GEORGE SCHUTZ, PRESIDENT
LAWTON BOARD OF EDUCATION

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BOARD APPROVED

NOV 15 2012

LAWTON PUBLIC SCHOOLS

AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN
LAWTON PUBLIC SCHOOLS
AND
RESIDENTIAL FACILITIES LLC

This agreement is entered into effective the 1st day of July, 2012, by and between **INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA,** also known as Lawton Public Schools, hereinafter referred to as "District", and **RESIDENTIAL FACILITIES LLC,** hereinafter referred to as "RF".

W I T N E S S E T H:

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

WHEREAS, RF is responsible for the operation and maintenance of a Resident Facility which houses students who are entitled to a public education; and,

WHEREAS, the District and the RF are authorized by 70 O.S. §1-113 to enter into agreements for the provision of these educational services,

NOW THEREFORE, District and RF do mutually agree as follows:

1. The District agrees to provide educational services as required by law and which meet or exceed state accreditation standards for all eligible students placed in the Resident Facility pursuant to the provisions of 70 O.S. §1-113. Eligible students are defined as those placed in the Resident Facility by

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LAWTON, OK 73502
580-357-7700

court order or by the person or agency having legal custody of the child pursuant to state law.

In accordance with 70 O.S. §1-101, et seq., The Individuals with Disabilities Education Act, 20 U.S.C. 1401, et. seq., and other State and Federal laws pertaining to special education programs for handicapped children, it is acknowledged by both parties that handicapped children who reside at RF are entitled to special education services. It is further acknowledged that in the event that the certified teacher at RF has requested District to employ is not a certified special education teacher, that special education services to be provided to residents of RF by District shall be restricted to those types of services generally provided to special education students on a home bound program. The determination of whether a child is eligible for special education shall be made by the District, under rules and regulations approved by the State Board of Education. Where appropriate and when requested, RF may provide assistance in determining which children at RF are eligible and in need of special education.

The District shall, according to the District calendar, provide educational services during the 2012-2013 school year as defined by law. The District's obligations shall cease at the end of the school term (2012-2013).

2. The District shall provide a certified teacher assigned to RF. The teacher, which shall be a District employee, shall work the same hours and

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days as are worked by other certified classroom teachers in the District. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to RF and will assign substitutes, when available, in the same manner as substitutes are assigned in the District's schools. The staff assigned to RF shall constitute a decision of the District. Compensation, including wages and fringe benefits, shall be provided to teachers assigned to the Resident Facility at a rate determined by the District. The District shall also provide appropriate administrative support for the educational program and maintenance of educational records.

Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of the assigned representative of RF. In particular, the assigned representative of RF shall provide the designee of the District with information regarding the teacher's compliance with RF regulations.

Should RF find any District employee to have acted in a manner which (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. §6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this contract, RF shall promptly report the acts in writing to the District.

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The District shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The District shall then report to RF, in writing, its findings, actions and reasons for the specific action (or non action) taken. RF hereby recognizes the District's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the District in such efforts as necessary and requested by the District.

To facilitate performance under this contract, the District shall have full cooperation and assistance from RF, its officers, agents and employees, including, but not limited to, the maintenance of a safe and healthful working environment conducive to the provisions of educational services.

3. RF agrees to provide and maintain areas appropriate for the District to conduct the educational program pursuant to this agreement. RF shall be responsible for all services and costs associated with such services, which are not directly related to education.

4. The District shall furnish current textbooks, workbooks, teacher guides and other materials of the nature and type utilized in the District's Schools. RF will be responsible for providing and maintaining all classroom furniture and equipment such as teacher desks, student desks, chalkboards, storage cabinets, locking file cabinet, etc. RF will supply non-instructional materials including pencils, erasers, paper, etc. RF will also provide appropriate access to a copier

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and a computer. Any additionally requested materials, furniture, equipment, computers, or other specialized technology will be subject to agreement between RF and District.

The District shall assume the responsibility for the development and supervision of curriculum taught at RF.

5. Discipline policy and procedures used in the classroom shall be in accordance with state and federal law and District policy, including suspension, time-out and detention procedures. RF shall provide assistance in severe, disruptive situations, and in particular shall furnish appropriate physical protection for the teacher if the teacher is subjected to threats or physical acts that place the teacher in danger of bodily harm. RF will provide management and supervision of out-of-classroom suspension, time-out and detention during school. RF will also provide appropriate training in behavior management for District personnel who are assigned at RF.

6. The Teacher will be responsible for recording a student's enrollment, days on roll, student absences, withdrawals and other pertinent educational records according to policy of the District and state and federal law. This information will be provided to Facility personnel upon request. Students serviced in RF will earn credit for successfully completed classes in which they are enrolled in the same manner as other students within the District.

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RF agrees to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and their attendance in the District's educational programs.

The District shall provide maintenance of permanent of school records for students served with assistance from the Facility. Release of information and transfer of records by the Facility and District shall be governed by state and federal law.

7. RF agrees to abide by all rules and regulations issued by the State Department of Education and the District. RF shall certify the residence of all students to the District and shall take any steps necessary to assure attendance of residents at the daytime educational programs provided by the District.

District personnel are required to maintain the same level of confidentiality concerning information about students as required of RF personnel. District personnel may maintain such data or records on said students as required by federal, state or District guidelines; however, any release of information shall be governed by applicable Federal and State law, as well as District policy. This shall include, but not be limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form–Consent for

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Release of Confidential Information–shall be utilized, when appropriate, to expedite exchange of records.

The District shall have no responsibility for directly or indirectly financing any RF programs or services.

Prior to the commencement of educational services at RF under this agreement, RF agrees to furnish the District with a certificate of public liability insurance coverage, naming the District as a co-insured, in minimum amounts of $25,000.00 to any claimant for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence, $125,000.00 to any claimant for all other claims arising out of a single accident or occurrence, and $1,000,000.00 for any number of claims arising out of a single accident or occurrence. The certificate shall require at least ten (10) days' notice to the District before cancellation of the coverage for any reason. RF agrees to maintain said liability coverage in force during the entire term of this agreement. In addition to such insurance, and not in lieu thereof, RF agrees to indemnify and hold the District, its agents, employees and officers, harmless against any claim, demand or action (including defense costs) against the District, arising from or growing out of the RF programs or facilities or services provided pursuant to this agreement.

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The term of this agreement shall begin on the 1st day of July, 2012, and end on June 30, 2013. Thereafter, the agreement shall continue in effect from year to year unless terminated by either party giving thirty (30) days notice to the other party prior to the end of the existing term. This agreement may be modified only by mutual agreement of the parties. This agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other; however, in the event SEI terminates the agreement prior to the completion of the 2012-2013 school year, or any subsequent school year, SEI shall reimburse the District for any costs, including staff salaries and fringe benefits, the District incurs for staff which cannot otherwise be utilized by the District.

EXECUTED this day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 8,
COMANCHE COUNTY, OKLAHOMA

By _____
President

RESIDENTIAL FACILITIES LLC

By _____
President

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ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

BOARD APPROVED
JUN 28 2018
LAWTON PUBLIC SCHOOLS
6-27-19

Solomon Amendment & FERPA

Solomon Amendment is a federal law that allows military recruiters to access some address, biographical and academic program information on students age 17 and older.

The Department of Education has determined the Solomon Amendment supersedes most elements of FERPA. An institution is therefore obligated to release data included in the list of "student recruiting information," which may or may not match SMU's FERPA directory information list. However, if the student has submitted a request through my.SMU Self Service to the University Registrar Office to restrict the release of his/her Directory Information, then no information from the student's education record will be released under the Solomon Amendment. For more information on directory information.

Definition - "Student Recruitment Information" or "Solomon Information"

1. Name
2. Address (home and mailing)
3. Telephone (home and mailing)
4. Age (is not defined as Directory information at SMU)
5. Place of birth (is not defined as Directory information at SMU)
6. Level of education
7. Academic major
8. Degrees received
9. Educational institution in which the student was most recently enrolled

Procedure for releasing information to military recruiter:

1. Under the Solomon amendment, information will be released for military recruitment purposes only. The military recruiters may request student recruitment information once each term or semester for each of the 12 eligible units within the five branches of the service:
   a. **Army**: Army, Army Reserve, Army National Guard
   b. **Navy:** Navy, Navy Reserve
   c. **Marine Corps**: Marine Corps, Marine Corps Reserve
   d. **Air Force:** Air Force, Air Force Reserve, Air Force National Guard
   e. **Coast Guard:** Coast Guard, Coast Guard Reserve
2. The request should be submitted in writing on letterhead clearly identifying the unit of service requesting the student recruitment information.
3. The request should specify whether the information needed is for the current or previous semester.

FERPA

Letters and Annual Notifications

Education Records

Student Rights

Spectrum
Behavioral Health Group

BOARD APPROVED
FEB 21 2019
LAWTON PUBLIC SCHOOLS

CONTRACT FOR SERVICES

This document confirms an agreement by and between **SPECTRUM BEHAVIORAL HEALTH GROUP – OKC**, hereinafter referred to as Spectrum BHG, and Lawton Public Schools, do mutually agree to the following:

1. Spectrum BHG agrees to provide Applied Behavioral Analysis (ABA) services in the school setting related to the education/treatment of #FREEDOM student in Lawton Public Schools.

2. This contract shall begin upon signed approval from all parties and include any and all treatment activities that will be provided by Spectrum BHG.

3. Lawton Public Schools agree to pay Spectrum BHG *on a per hour basis* for all direct ABA services provided to an identified student of Lawton Public Schools. Billable activities include direct contact with service recipients or other caregivers and other related individuals through telephone, conference calls, meetings, court testimony, and observations as well as activities such as review of records, correspondence, completion of written reports, assessments, and evaluations, and other such activities. Spectrum BHG can provide training to teachers and teaching assistants within the allotted weekly timeframe (see #6).

4. Our hourly rates for these services reflect the tiered structured common in ABA practice and are outlined below:

   Board Certified Behavior Analyst (BCBA) - $135/hr
   Board Certified Assistant Behavior Analyst (BCaBA) - $90/hr
   Registered Behavior Technician (RBT) - $50/hr

5. An initial assessment will be conducted with #FREEDOM in order to develop a Behavior Intervention Plan to outline ABA services with him.

6. Spectrum BHG will provide no less than 5 hours and no more than 10 hours of ABA services to #FREEDOM each week in the school setting. On average, Spectrum BHG will provide between 8-10 hours weekly. The maximum amount billed would be $1350 per week, if all 10 hours were provided directly by a BCBA.

7. Services to #FREEDOM may be provided by multiple Spectrum BHG employees and contract workers (i.e. BCaBAs, RBTs), but all services will be supervised by a Board

Certified Behavior Analyst (BCBA) and will not exceed the maximum 10 hours as outlined above.

8. Spectrum BHG will make their own weekly schedule for when these services will be provided and ensure it coincides with #FREEDOM school day and other school obligations and requirements.

9. Spectrum BHG will bill for services rendered and Lawton Public Schools will pay such bill within 30 days of receipt.

10. The terms of this agreement may be amended only in writing with the mutual consent of both parties and may be terminated with 10 days written notice by either party.

11. It is agreed between the parties hereto that nothing in this agreement shall be construed as giving either party any control or direction over the operation and management of the property or affairs of the other, nor shall anything in this agreement be construed as limiting the rights of either party to affiliate or contract with any other person or persons for providing of services during the term of this agreement.

12. Signatures:

_____ _____

Meredith Albin, BCaBA — Date
Spectrum Behavioral Health Group - OKC

_____ _____

Bryan Ray, Ph.D., BCBA — Date
Spectrum Behavioral Health Group - OKC

_____ 2-21-19

Representative – Lawton Public Schools — Date

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

Contractor/Business Associate Name as shown or to be shown in OSIIS	OSIIS ID	New User ☐	VFC Pin

BOARD APPROVED

OKLAHOMA STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT

OCT 14 2013

LAWTON PUBLIC SCHOOLS

This Business Associate Agreement (BAA), effective on the last signature date below, is entered into by and between the Oklahoma State Department of Health (Covered Entity) and Contractor (Business Associate).

BACKGROUND AND PURPOSE: The Parties have entered into, and may in the future enter into, one or more written agreements that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information (PHI), (the "underlying Contract(s)"), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CFR, parts 160 and 164 (HIPAA Regulations). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to the Business Associate's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with Sections 164.502(c) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that it is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH),Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the BAA and in each of the Underlying Contract(s).

DEFINITIONS: 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 CFR § 160.103, limited to the information Business Associate received from or created or received on behalf of the Oklahoma State Department of Health (OSDH) as OSDH's Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 CFR § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not OSDH's workforce, in relation to the protection of that information.

Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103.

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, all as may be amended.

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, Subcontractor, Unsecured PHI, and Use.

Obligations of Business Associate: 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:

(a) 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;

(b) use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

(c) 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 CFR 164;

(d) implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164;

(e) 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);

(f) not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;

(g) in accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, ensure that any subcontractors 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;

(h) 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 (5) 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;

(i) promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five (5) calendar days any Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

(j) with the exception of law enforcement delays that satisfy the requirements of 45 CFR 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five (5) 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 CFR § 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 CFR 164.402;

(k) 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;

(l) provide access to PHI 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 CFR 164.524. In the event that any Individual request access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) 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;

(m) make PHI available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;

(n) document disclosure of PHI 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 CFR 164.528, and within five (5) 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 (5) working days of receiving a request such request to Covered Entity;

(o) 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 DHHS or government officials and provide Covered Entity with a copy of all documents made available; and

(p) ensure that all of its subcontractors, 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 ensure that its subcontractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

Permitted Uses and Disclosures of PHI by Business Associate: 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:

(a) use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

(b) disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that (i) the disclosure is 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;

(c) disclose PHI to report violations of law to appropriate federal and state authorities; or

(d) aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

(e) make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;

(f) 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 CFR §(d)(1)].

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 CFR 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) OSDH agrees to timely notify Business Associate, in writing, of any arrangements between OSDH 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.

Term and Termination:

(a) Term. The Term of this Agreement shall be effective as of the date of the underlying agreement, and shall terminate on the date the underlying agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement (and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity if a cure period is specified).

(c) 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:

1. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 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;
4. 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
5. 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.

(d) All other obligations of Business Associate under this Agreement shall survive termination.

Should OSDH become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, OSDH 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. OSDH shall be entitled to terminate the Underlying Contract associated with such breach if, after OSDH 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 by OSDH in such notice; provided, however, that such time period specified by OSDH shall be based on the nature of the breach involved [45 CFR §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D)].

MISCELLANEOUS:

Interpretation: The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow OSDH to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.

No Third Party Beneficiaries: Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Business Associate recognizes that any material breach of this Agreement 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.

The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or BA to comply with the requirements of the Privacy Rule and related laws and regulations.

(a) ODSH's Notice of Privacy Practices is available on its website: www.ok.gov/health.

(b) Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.

(c) This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior Business Associate agreements, oral or written agreements, commitments, and understandings pertaining to the subject matter hereof.

(d) If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 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.

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 BAA 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.

A signed copy of this agreement shall be accorded the same force and effect as the original.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

OKLAHOMA STATE DEPARTMENT OF HEALTH

By:_____

Print Name: Robn Green, MPH

Print Title: HIPAA Privacy Officer

Date:_____

CONTRACTOR

By: Kent Jester
Authorized Facility Administrator Signature

Print Name: KENT JESTER

Print Title: PRESIDENT, LAWTON BOARD OF EDUCATION

Date: 10-14-13 Phone #580-357-6900 ext 206

The original form must be mailed to:

Immunization Service
Oklahoma State Department of Health
1000 NE 10th Street
Oklahoma City, OK 73117-1299

For questions, call Stephanie Natt at 405.271.4073.

Contractor/Business Associate Name as shown or to be shown in OSIIS	OSIIS ID	New User ☐	VFC Pin

Revised - 04/2013

to board 6-29-09
6-28-10
6-27-11
6-21-12
6-25-13
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6-27-19

BOARD APPROVED

JUN 0 1 2009

LAWTON PUBLIC SCHOOLS

TAC ENERGY SERVICES CONTRACT

Schneider Electric

This is an Energy Services Contract by and between TAC Americas, Inc. and CUSTOMER, whereby TAC Americas, Inc. agrees to provide and perform the energy conservation measures set forth in the attached schedules which are listed below and incorporated herein as if fully copied and set forth at length, subject to the terms and conditions set forth herein:

15 year term
2009 - 2024

Schedule A, Scope of Work
Schedule B, Performance Assurance Support Services Agreement
Schedule C, Performance Guarantee
Schedule D, Performance Tracking
Schedule E, Payment Schedule
Schedule F, Project Specific CUSTOMER Responsibilities

By	Donna Ronio	By	Mathew Wolkow
Signature	Donna Ronio	Signature	
Title	President, Lawton Board of Education	Title	VP of Operations and Engineering
Date	6-1-2009	Date	6/18/09
	Lawton Public Schools		TAC / Americas

DEFINITIONS

1. "TAC" refers to TAC Americas, Inc. and its Energy Solutions group.
2. "Customer" refers to Lawton Public Schools.
3. "Project" refers to Energy Efficiency Improvements, as set forth in Schedule A: Scope of Work, made to facilities of CUSTOMER.
4. "Date of Commencement" is the latest signature date above.
5. The "Contract Documents" consist of this Contract with conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by TAC. The Contract Documents are complimentary, and TAC's performance shall be required only to the extent consistent with the Contract Documents.
6. "Work" means the services required by the Contract Documents, whether completed or partially completed and, includes all labor, materials, equipment and services provided or to be provided by TAC to fulfill TAC's obligations. The Work may constitute the whole or a part of the Project.
7. "Substantial Completion" refers to and shall mean the date the conservation measures are sufficiently implemented in accordance with the Contract Documents that the Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
8. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
9. The term "Change Order" is defined as a written change in the Project executed by both parties.
10. "Implementation Contract" means those portions of this Contract that refer to the Project.

t.a.c

11. "Financing Agreement" means the financing arrangement that the Customer will utilize to provide the funds to pay the Contract Sum. (See Article 2)

12. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which TAC delivers to the CUSTOMER the Project Warranty Letter.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 TAC projects it will achieve Substantial Completion of the entire Work within360 days from date of commencement, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 IMPLEMENTATION CONTRACT PAYMENTS - The total of all Implementation Contract Payments shall be $2,243,990.. These payments shall be made as scheduled in Schedule E: Payment Schedule. If any payment is over thirty (30) days late the CUSTOMER shall pay to TAC a 1% late penalty per month and TAC reserves the right to terminate this Contract due to non-payment upon seven days prior written notice.

2.2 PROJECT MOBILIZATION PAYMENT – Within 10 days of the date of commencement, CUSTOMER shall make payment to TAC for expenses incurred to date and project mobilization expenses in the amount of 10% of the implementation contract payment total of $2,243,990.

2.3 PERFORMANCE ASSURANCE SUPPORT SERVICES PAYMENTS - CUSTOMER shall pay annual payments for the PASS Agreement of the amounts listed below:

Year One	$0
Year Two	$55,925
Year Three	Year two price modified by the change in CPI since the beginning of the year two agreement.
Year Four and beyond	Prior year modified by the last 12 months change in CPI.

The first year PASS Agreement begins on the Savings Guarantee Commencement Date. Payment for each year's PASS Agreement is due within 30 days of the start of that year's agreement. CUSTOMER may cancel the PASS agreement on any anniversary date or at the end of CUSTOMER's fiscal year. If CUSTOMER cancels the PASS agreement, TAC reserves the right to cancel the guarantee contract.

ARTICLE 3 – CUSTOMER

3.1 Except for permits and fees, which are the responsibility of TAC under the Contract Documents, the CUSTOMER shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

3.2 If TAC fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the CUSTOMER, upon seven days prior written notice to TAC, may order TAC to stop the Work, or any

portion thereof, until the cause for such order has been eliminated. However, the right of the CUSTOMER to stop the Work shall not give rise to a duty on the part of the CUSTOMER to exercise this right for the benefit of TAC or any other person or entity.

3.3 The CUSTOMER agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under the CUSTOMER's control shall be furnished by the CUSTOMER with reasonable promptness.

The foregoing are in addition to other duties and responsibilities of the CUSTOMER enumerated herein and especially those in respect to Work by the CUSTOMER or by a separate contractor, payments and completion, and insurance.

ARTICLE 4 – TAC

4.1 TAC shall supervise and direct the Work, using TAC's skill and attention. TAC shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, TAC shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 TAC shall enforce strict discipline and good order among TAC's employees and other persons carrying out the Contract.

4.4 TAC warrants to the CUSTOMER that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. TAC's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the CUSTOMER, TAC shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.5 Unless otherwise provided in the Contract Documents, TAC shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.6 TAC shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.7 TAC shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, TAC shall remove from and about Project waste materials, rubbish, TAC's tools, equipment, machinery and surplus material.

4.8 TAC shall provide the CUSTOMER access to the Work in preparation and progress wherever located.

4.9 TAC shall pay all royalties and license fees; shall defend suits or claims for infringement or patent rights and shall hold the CUSTOMER harmless from loss on account thereof.

4.10 To the fullest extent permitted by law, TAC shall indemnify and hold harmless the CUSTOMER, and agents and employees thereof from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of TAC, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10.1 In claims against any person or entity indemnified under Paragraph 4.10 by an employee of TAC, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 4.10 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for TAC or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5 – ARBITRATION

5.1 Deleted

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with TAC to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements, TAC if requested in writing by the CUSTOMER, shall furnish in writing to the CUSTOMER the names of the Subcontractors to whom TAC plans to award work. Contracts between TAC and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to TAC by the terms of the Contract Documents, and to assume toward all the obligations and responsibilities which TAC, by the Contract Documents, assumes toward the CUSTOMER, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to TAC by these Contract Documents.

ARTICLE 7 – CHANGES IN THE WORK

7.1 The CUSTOMER, with TAC's consent, may order changes in Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the CUSTOMER and TAC.

7.2 The Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to the CUSTOMER from a change in the Work shall be determined by mutual agreement and, in the absence of such agreement, shall be decided by arbitration as provided in Article 5.

ARTICLE 8 – TIME

8.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, TAC confirms that the Contract Time is a reasonable period for performing the Work.

8.2 The date of Substantial Completion is the date certified by TAC in accordance with Paragraph 9.3.

8.3 If TAC is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

anticipatable, unavoidable casualties or any other causes which are beyond the control of TAC, then the Contract time shall be extended by Change Order.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Agreement.

9.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of TAC to make payments properly to the Subcontractors or for labor, materials or equipment, (4) persistent failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon substantial completion, TAC will issue a Certificate of Substantial Completion.

9.4 Final payment shall not become due until TAC has delivered to the CUSTOMER a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to the CUSTOMER to indemnify the CUSTOMER against such lien.

9.5 The making of final payment shall constitute a waiver of claims by the CUSTOMER except those arising from (1) Liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled; (2) Failure of the Work to comply with the requirements of the Contract Documents; or (3) Terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 TAC shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. TAC shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) Employees on the Work and other persons who may be affected thereby; (2) The Work and materials and equipment to be incorporated therein; and (3) Other property at the site or adjacent thereto.

TAC shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. TAC shall promptly remedy damage, injury or loss at the site caused in whole or in part by TAC, a subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which TAC is responsible under Subparagraphs 10.1 and 10.2, except for damage or loss attributable to acts or omissions of the CUSTOMER or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of TAC. The foregoing obligations of TAC are in addition to TAC's obligations under Paragraph 4.10.

10.2 The scope of work or service to be performed by TAC pursuant to this Contract, and the compensation to be paid to TAC hereunder for work or services performed, expressly exclude any work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. CUSTOMER agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly CUSTOMER's. CUSTOMER warrants and represents to the best of CUSTOMER's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the work to be performed by TAC pursuant to this Agreement.

Should TAC become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its work under this Agreement, TAC will be authorized to cease work in the affected area immediately, and will promptly notify CUSTOMER of the conditions discovered. Should

TAC stop work because of the discovery or suspicion of hazardous materials, the time for performance of TAC's work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. TAC will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which TAC has stopped work as a result of hazardous materials. If appropriate, TAC will be entitled to an equitable adjustment of the contract price for any increased costs or other charges incurred by TAC in connection with the existence of its rights under this paragraph.

CUSTOMER will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by TAC in Schedule A in accordance with all applicable statutes and regulations. CUSTOMER specifically agrees, to the extent allowed by state law, to indemnify and to hold TAC, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE

11.1 TAC shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from TAC's operation under the Contract, whether such operations be by TAC or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to TAC's obligations under Paragraph 4.10. Certificates of such insurance shall be filed with the CUSTOMER prior to commencement of the Work.

11.2 Deleted

ARTICLE 12 – CORRECTION OF WORK

12.1 TAC shall promptly correct Work rejected by the CUSTOMER for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the contract or by terms as an applicable special warranty required by the Contract Documents. The provisions of this Article 12.1 apply to Work done by Subcontractors as well as to Work done by direct employees of TAC.

12.2 Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations, which TAC might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 12.1 relates only to the specific obligation of TAC to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish TAC's liability with respect to TAC's obligations other than specifically to correct the Work.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 This Contract shall be governed by the laws of the state where the project is located.

13.2 As between the CUSTOMER and TAC, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) Not later than the date of Substantial

Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion; (2) Not later than the date of the relevant act or failure to act by TAC for acts or failures to act occurring after the date of Substantial Completion.

13.3 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party, notification shall be made in writing to such other party within a reasonable time after first observance of such injury or damage.

ARTICLE 14 – TERMINATION OF THE CONTRACT

14.1 If the CUSTOMER fails to make payments to TAC as set forth in Schedule E: Payment Schedule, through no fault of TAC, TAC may, upon seven days' written notice to the CUSTOMER, terminate the Contract and recover from the CUSTOMER payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

14.2 If the CUSTOMER fails to maintain the equipment and systems responsible for generating the Guaranteed Savings to the point of failure or gross noncompliance with the equipment manufacturer's operating and maintenance manuals through no fault of TAC, TAC may, upon seven days' written notice to the CUSTOMER, terminate the Contract.

14.3 If TAC defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the CUSTOMER, after seven days' written notice to TAC and without prejudice to any other remedy the CUSTOMER may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due TAC.

ARTICLE 15 – OTHER CONDITIONS OR PROVISIONS

15.1 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

15.2 CUSTOMER is responsible for providing all required telephone lines and telephone service required for this project.

15.3 Notwithstanding any provision to the contrary, payment and performance bonds associated with this contract guarantee only the performance of the installation portion of the contract, and shall not be construed to guarantee the performance of: (i) any efficiency or energy savings guarantees, (ii) any support or maintenance service agreement, or (iii) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the contract.

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SCHEDULE A: SCOPE OF WORK

1. ENERGY MANAGEMENT SYSTEM SCOPE OF WORK

Lawton Public Schools – Energy Management System

The TAC system will include control and monitoring parameters as outlined below for each facility listed below. The Energy Management System (EMS) will be controllable from a central workstation located on the customer's WAN/LAN (See Schedule F of contract), and a desktop computer will be supplied by TAC (owned by customer), which will provide continuous access to the system with a user-friendly graphical Windows interface. A portable laptop with service tool will be provided to allow for on-site interface into the system for monitoring and troubleshooting. Control zones will be programmed for temperature setup, and temperature setback (as stated in Section II-H of contract). Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

TAC will provide site-specific on-site training for Energy Management System operation. This includes, but is not limited to, system architecture, controller and override panel operation, service tool usage, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

- Eisenhower High School
- Eisenhower Junior High School
- MacArthur High School
- MacArthur Middle School
- Douglass Elementary

EISENHOWER HIGH SCHOOL

A TAC platform energy management system is to be installed with enable / disable control of the window units, unit ventilators, cooling only roof top units (RTUs), air-handling units (AHUs), unit heaters, exhaust fans and hot water boilers. Zones will have individual operating schedules. New communicating network thermostats will be added to the heating/cooling RTUs and Lennox Split Systems. This will allow temperature setpoint control during occupied hours. Push button overrides will be provided on control panels that will allow for a zone to become occupied during scheduled unoccupied hours. Communication to the central workstation will be provided through the school district's local area network. Associated buildings and control parameters are as follows:

- Main High School Building (1st & 2nd Floor)
- New High School Classroom Wing
- Gymnasium
- Auditorium
- Cafeteria
- Athletic Facility
- Wrestling Facility

Window Units, Unit Heaters, Exhaust Fans, Unit Ventilators, AHUs, Cooling Only RTUs

Control Points	*Monitoring Points*
▪ Zone Enable/Disable	▪ Zone Temperature ▪ Zone Override

Heating/Cooling Roof Top Units & Lennox Split Systems

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

HW System

Control Points	*Monitoring Points*
▪ Boiler and Pumps Enable/Disable	▪ Supply Water Temperature Monitoring ▪ Return Water Temperature Monitoring ▪ Pump Status

Miscellaneous

Control Points	*Monitoring Points*
▪ Exhaust Fan Enable/Disable*	▪ Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by TAC.

EISENHOWER JUNIOR HIGH SCHOOL

A TAC platform energy management system is to be installed with enable / disable control of the window units, heating only multi-zone units (MZUs), air handling units, unit heaters, exhaust fans and hot water boilers. Zones will have individual operating schedules. New communicating network thermostats will be added to the RTUs. This will allow temperature setpoint control during occupied hours. Push button overrides will be provided on control panels that will allow for a zone to become occupied during scheduled unoccupied hours. Communication to the central workstation will be provided through the school district's local area network. Associated buildings and control parameters are as follows:

- Main Junior High School Building (1st & 2nd Floor)
- Gymnasium
- Auditorium
- Cafeteria & Kitchen
- Auxiliary Gymnasium

Window Units, Unit Heaters, Exhaust Fans, AHUs, MZUs

Control Points	*Monitoring Points*
▪ Zone Enable/Disable	▪ Zone Temperature ▪ Zone Override

Roof Top Units

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable	▪ Space Temperature
▪ Heating Enable/Disable	▪ Space Temperature Setpoint Adj.
▪ Supply Fan Command	▪ Space Override

Office Air Handling Unit

Control Points	*Monitoring Points*
▪ DX Cooling Enable/Disable (when applicable)	▪ Supply Air Temperature
▪ HW Valve Modulation	▪ Space Temperature
▪ Outdoor Air Damper Actuation	▪ Space Temperature Setpoint Adj.
▪ Supply Fan Enable/Disable	▪ Space Override
	▪ Supply Fan Status

HW System

Control Points	*Monitoring Points*
▪ Boiler and Pumps Enable/Disable	▪ Supply Water Temperature Monitoring
	▪ Return Water Temperature Monitoring
	▪ Pump Status

Miscellaneous

Control Points	*Monitoring Points*
▪ Exhaust Fan Enable/Disable*	▪ Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by TAC.

MACARTHUR HIGH SCHOOL

A TAC platform energy management system is to be installed with enable / disable control of the window units, heating only air-handling units (AHUs), Cooling Only roof top units (RTUs), fan coil units, unit heaters, exhaust fans and hot water boilers. Zones will have individual operating schedules. New communicating network thermostats with will be added to the Heating/Cooling RTUs. This will allow temperature setpoint control during occupied hours. Direct Digital Controls (DDC) will also be added to the Office AHU. Push button overrides will be provided on control panels that will allow for a zone to become occupied during scheduled unoccupied hours. Communication to the central workstation will be provided through the school district's local area network. Associated buildings and control parameters are as follows:

- Main High School Building (1st & 2nd Floor)
- New 1st Floor High School Classroom Wing
- Gymnasium
- Auditorium
- Cafeteria & Kitchen
- Athletic Facility
- Outer ROTC Building

Window Units, Fan Coil Units, Unit Heaters, Exhaust Fans, AHUs, RTUs

Control Points	*Monitoring Points*
▪ Zone Enable/Disable	▪ Zone Temperature ▪ Zone Override

Heating/Cooling Roof Top Units

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

Office Air Handling Unit

Control Points	*Monitoring Points*
▪ DX Cooling Enable/Disable (when applicable) ▪ HW Valve Modulation ▪ Outdoor Air Damper Actuation ▪ Supply Fan Enable/Disable	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status

HW System

Control Points	*Monitoring Points*
▪ Boiler and Pumps Enable/Disable	▪ Supply Water Temperature Monitoring ▪ Return Water Temperature Monitoring ▪ Pump Status

Miscellaneous

Control Points	*Monitoring Points*
▪ Exhaust Fan Enable/Disable*	▪ Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by TAC.

MACARTHUR MIDDLE SCHOOL

A TAC platform energy management system is to be installed with enable / disable control of the window units, heating only fan coil units, unit ventilators, unit heaters, exhaust fans and hot water boilers. Zones will have individual operating schedules. New communicating network thermostats with will be added to the RTUs. This will allow temperature setpoint control during occupied hours. Direct Digital Controls (DDC) will also be added to the 12 constant volume AHUs. Push button overrides will be provided on control panels that will allow for a zone to become occupied during scheduled unoccupied hours. Communication to the central workstation will be provided through the school district's local area network. Associated buildings and control parameters are as follows:

- Main Middle School Building
- Gymnasium
- Auditorium
- Cafeteria & Kitchen
- Auxiliary Gymnasium

Window Units, Fan Coil Units, Unit Ventilators, Unit Heaters, Exhaust Fans

Control Points	*Monitoring Points*
▪ Zone Enable/Disable	▪ Zone Temperature ▪ Zone Override

Roof Top Units

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command	▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override

Constant Volume Air Handling Units

Control Points	*Monitoring Points*
▪ DX Cooling Enable/Disable (when applicable) ▪ HW Valve Modulation ▪ Outdoor Air Damper Actuation ▪ Supply Fan Enable/Disable	▪ Supply Air Temperature ▪ Space Temperature ▪ Space Temperature Setpoint Adj. ▪ Space Override ▪ Supply Fan Status

HW System

Control Points	*Monitoring Points*
▪ Boiler and Pumps Enable/Disable	▪ Supply Water Temperature Monitoring ▪ Return Water Temperature Monitoring ▪ Pump Status

Miscellaneous

Control Points	*Monitoring Points*
▪ Exhaust Fan Enable/Disable*	▪ Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by TAC.

DOUGLASS ELEMENTARY SCHOOL

A TAC platform energy management system is to be installed with enable / disable control of the window units, heating only furnaces, roof top units (RTUs), unit heaters and exhaust fans. Zones will have individual operating schedules. Push button overrides will be provided on control panels that will allow for a zone to become occupied during scheduled unoccupied hours. Communication to the central workstation will be provided through the school district's local area network. Associated buildings and control parameters are as follows:

- Main Elementary School Building
- Gymnasium
- Auditorium
- Cafeteria & Kitchen

Control Points	*Monitoring Points*
▪ Zone Enable/Disable	▪ Zone Space Temperature Monitoring ▪ Zone Override

Miscellaneous

Control Points	*Monitoring Points*
▪ Exhaust Fan Enable/Disable*	▪ Outside Air Temperature

* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units by TAC.

Energy Management System Installation Exclusions

The following items are excluded from TAC's scope of work:

- Asbestos abatement of any kind.
- Air flow testing and balancing on HVAC equipment will not be included as part of the controls work.
- Repair of existing HVAC and control equipment beyond the Scope of Work is excluded. TAC will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the customer. TAC will create an EDR (equipment deficiency report) to give customer written notification if such equipment or devices are found.
- TAC will not control any self-contained units (units with integral control, not for remote control) via the automation system.
- Exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building will not be integrated with the automation system.
- TAC is not responsible for existing safeties on equipment or any life safety equipment. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to TAC.
- Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- TAC will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
- If equipment/devices controlled by the existing EMS are not in the Scope of Work, TAC is not responsible for their functionality.
- Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring, and shall be in compliance with local codes and authorities having jurisdiction.
- TAC will make the final decision for controller selection and end devices selection based on current standards and engineering practices of TAC.
- TAC will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- TAC will not be responsible for controlling the HVAC equipment located in buildings without WAN/LAN network communication. These buildings are excluded from the scope of work.
- Matching of paint color or ceiling tile color and pattern shall be limited by current commercial availability. Variations in replacement paint color and ceiling tile color due to age, wear, and dirt shall be minimized where possible. Similar or complementary tiles shall be provided where exact matches are not available. Custom paint colors and custom tiles are excluded.

Lighting System Retrofits

Perform lighting retrofits and upgrades at the following buildings:

- Eisenhower High School
- Eisenhower Junior High School
- MacArthur High School
- MacArthur Middle School
- Douglass Elementary

Lighting will be upgraded as detailed below, improving overall color rendering and lighting efficacy. Light levels will be brought into compliance with Illuminating Engineering Society (IES) standards wherever possible.

Re-lamping of existing T8 fixtures is not included. Though we will attempt to match retrofit lamp color to predominant existing T8 color in a building, adjacent areas may have different color lamps after retrofit.

DOUGLASS ELEMENTARY

The following lighting system retrofits will be performed:

- Retrofit existing 4' T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 2' (U-tube) T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit selected incandescent fixtures with long-life compact fluorescents.
- Retrofit existing incandescent exit signs with maintenance-free light emitting diodes (LED).
- Replace existing HID gym fixtures with T8 fluorescent high bay fixtures.

EISENHOWER HIGH SCHOOL

The following lighting system retrofits will be performed:

- Retrofit existing 4' T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 8' slimline T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 8' T12 HO fixtures with T8 fluorescent fixtures.
- Retrofit selected incandescent fixtures with long-life compact fluorescents.
- Retrofit existing incandescent exit signs with maintenance-free light emitting diodes (LED).
- Replace existing HID gym and aux gym fixtures with T8 fluorescent high bay fixtures.

EISENHOWER MIDDLE SCHOOL

The following lighting system retrofits will be performed:

- Retrofit existing 4' T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 8' slimline T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit selected incandescent fixtures with long-life compact fluorescents.
- Retrofit existing incandescent exit signs with maintenance-free light emitting diodes (LED).
- Replace existing HID gym fixtures with T8 fluorescent high bay fixtures.

* During the audit, TAC noticed that numerous custom designed lenses on the fixtures in the classrooms and hallways are damaged. TAC has included in the audit cost money to replace 250

lens/fixtures in this facility. The lenses in the facility are very old and brittle. TAC will move undamaged lenses to other classrooms in the attempt to keep lighting uniformity. If it is cheaper to replace the entire fixture then, TAC recommends removing the existing fixture and installing a new fixture.

MACARTHUR HIGH SCHOOL

The following lighting system retrofits will be performed:

- Retrofit existing 4' T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 8' T12 HO gym fixtures with T8 fluorescent high bay fixtures.
- Retrofit existing 8' T12 HO fixtures with T8 fluorescent fixtures.
- Retrofit existing incandescent exit signs with maintenance-free light emitting diodes (LED).

MACARTHUR MIDDLE SCHOOL

The following lighting system retrofits will be performed:

- Retrofit existing 4' T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 8' slimline T12 fluorescent fixtures with high color rendering T8 lamps and electronic ballasts.
- Retrofit existing 8' T12 HO fixtures with T8 fluorescent fixtures.
- Retrofit selected incandescent fixtures with long-life compact fluorescents.
- Retrofit existing incandescent exit signs with maintenance-free light emitting diodes (LED).
- Replace existing HID low and high bay fixtures in auditorium, commons, and main gym with T8 fluorescent high bay fixtures.
- Retrofit/Replace existing 8' T12 HO auxiliary gym fixtures with T8 fluorescent high bay fixtures.

Interview with school staff indicated that auditorium lighting is not dimming. The new lighting system will be on/off only (no dimming).

Lighting Scope of Work Exclusions

TAC will not be responsible for existing fixtures that have been retrofitted prior to installation contract. The lighting warranty does not include these fixtures or materials. TAC will provide the customer with map showing areas where lighting retrofits were performed.

The following Items will be excluded from the lighting scope of work unless stated otherwise in the lighting scope of work:

- Exterior lighting
- Existing T8 fluorescent fixtures
- Incandescent fixtures as follows
    1. On dimmers
    2. Where heat, fixture size, or photometrics prevent compact fluorescent application
    3. With low burn hours
    4. In decorative applications
- Circline fluorescents
- 1', 3, and 6' fluorescents
- HO and VHO fluorescents
- F48T12 (Instant Start Slimline) fluorescents
- 3" spread U-tube fluorescents
- High intensity discharge fixtures (except where otherwise stated)
- Exit signs as follows

1. Fluorescent exits
2. Edge-lit signs
3. Incandescent fixtures which will not accommodate LED retrofit unit

- Abandoned fixtures
- Task lighting on modular furniture
- Black light and aquarium lighting
- TAC will not replace emergency lighting battery backup units.

Two stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.

4. Training

Training

Sixteen hours of site-specific on-site training for the Energy Management System (EMS) operation will be provided. This includes but is not limited to system architecture, controller and operator panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

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SCHEDULE B: PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

PERFORMANCE ASSURANCE SUPPORT SERVICES (PASS)

TAC's Performance Assurance Support Services (PASS) group will assist CUSTOMER and its facility personnel in achieving efficient operation of CUSTOMER's facilities. This effort has two primary objectives: achieving the guaranteed savings and assisting the CUSTOMER in maintaining functionality of the buildings and their systems. Achieving these objectives will require a partnership and communication as described below between the CUSTOMER's staff and their designated representative of the PASS group. These objectives will be achieved via several means:

A Designated PASS Consultant
To provide support and achieve the best possible savings results, TAC will assign an individual PASS consultant to the CUSTOMER. The PASS consultant provides the CUSTOMER with a point of contact for support and guarantee management that is involved in their project before construction is completed. The designated PASS consultant will be familiar with the project scope and M&V plans along with any unique performance goals or benchmarking efforts included in the project. A partnership between the PASS consultant and the CUSTOMER's staff is vital to helping the project be successful over the long term.

Performance Assurance Functions:

- **Monitoring**

The PASS group will monitor the CUSTOMER's facilities, their systems, and their vital signs through a combination of remote and on-site efforts. These efforts will be combined with training the CUSTOMER's staff during and at the conclusion of project implementation on efficient facility operation and how to use building systems to gather data on building performance characteristics and benchmarking parameters. These parameters can then be used to help identify potential problems with the mechanical, electrical, air-distribution, and other systems critical to achieving the desired building performance and guaranteed savings as well as work with the facility staff to enhance and implement energy conservation programs.

- **Utility Accounting**

By tracking the measurements and data defined in Schedule D, PASS will measure the performance of the project's conservation measures in accordance with the M&V approach defined in Schedule D.

- **Reporting**

CUSTOMER will receive performance-tracking reports via TAC's eSavings online energy management dashboard. This report will detail current monthly savings, year to date savings, and guaranteed savings in both dollars and utility units. The reporting will also encompass environmental benefits associated with the project's performance.

Support Services Functions:

- **Real-Time Technical Support**

The PASS group will provide the CUSTOMER with technical support, troubleshooting assistance, and operational consultation to help ensure proper performance of the project scope as defined in Schedule A and ensure that savings are achieved. TAC and the CUSTOMER agree that achieving the goals and guarantees set forth for this project will require clear, consistent communication by both parties. The CUSTOMER can maintain communication and access support from their PASS consultant or other members of the PASS group in multiple ways.

- TAC's PASS Line (800-274-5551 + 4 or 972-323-5300) offers support for urgent issues that arise. Live PASS representatives answer this line during business hours (central time). In the event all representatives are busy, the CUSTOMER may leave a message and expect a response within 1 hour during business hours (central time). After-hours calls will be responded to within 4 hours by an on-call PASS consultant.
- PASS@tac.com is a centralized email communication portal to which all PASS consultants have access. This tool is a vehicle to obtain answers to general questions or non-urgent items.
- TAC's eSavings energy management dashboard also provides email communication with the CUSTOMER's designated PASS consultant.

In a further effort to provide responsiveness and accountability to the CUSTOMER's needs, TAC's PASS group has developed a Customer Assistance Tracking System to log CUSTOMER calls and track the development of solutions to issues with building performance or savings achievement. CATS or another system will be used for these purposes.

- **ECM consulting**

Should the CUSTOMER experience further facility improvements, additions, new construction, or other building modification at some point in the term of this contract, TAC's PASS group will be available to provide guidance and recommendations on a wide variety of building attributes from system types to operational strategies and building construction types for an additional fee. Design oversight and consultation are available as well as utility master planning and capital improvement master planning. Any necessary fees for consulting beyond standard PASS agreement levels will be negotiated between the CUSTOMER and TAC prior to commencement of any work.

- **Site Visits**

As part of ensuring that CUSTOMER's staff is trained to operate the systems in a manner consistent to achieve the savings guarantee and functionality of buildings and systems, the PASS Consultant will visit the facilities as they deem appropriate. Site visits to assist in troubleshooting issues pertinent to warranty or other service will also be conducted as deemed appropriate.

- **Ongoing training**

Savings guarantees are not achievable unless the CUSTOMER maintains, repairs, and operates the buildings and systems in an efficient and effective manner. Training for CUSTOMER's staff by TAC's project installation and PASS personnel will occur during project installation and during the guarantee period as deemed appropriate by TAC. Training requirements beyond the scope of TAC's standard construction and PASS training is available with additional fees to be negotiated between CUSTOMER and TAC.

SCHEDULE C: PERFORMANCE GUARANTEE

TAC guarantees that the CUSTOMER will save a total of $3,822,810over the 15 year term of the contract. This equates to an annual savings amount of $254,854 in Total Dollar Savings, which consists of tracked savings of $254,854 . In the event the annual savings are less than the amount stated above, TAC will pay the CUSTOMER the difference between the guaranteed amount and the cumulative achieved amount. TAC will make payments for any savings shortfall to the CUSTOMER within 30 days of that year's Savings Reconciliation.

The procedure used to calculate savings is described in Schedule D Section I - Performance Tracking Methodology.

GUARANTEED SAVINGS RECONCILIATION

The guarantee term (and first year PASS Agreement) will commence on the first day of the first utility billing period following the month in which TAC delivers to the CUSTOMER the Project Warranty Letter. This date is referred to as the **Savings Guarantee Commencement Date**.

Within sixty (60) days of receiving pertinent utility bills after the Savings Guarantee Commencement Date and each anniversary of the Savings Guarantee Commencement Date, and within sixty (60) days of receiving pertinent utility bills after the end of the guarantee term, TAC will determine the Total Dollar Savings for the immediately preceding period.

The savings generated during the period from the "Date of Commencement" to the Savings Guarantee Commencement Date will be called "Implementation Period Savings". Implementation Period Savings will be added to the Savings Calculation made on the first anniversary of the Savings Guarantee Commencement Date for reconciliation purposes.

In the event that additional savings above guarantee are achieved in any year during the guarantee period, these savings can be used to offset shortfalls in savings in other years. If TAC has written a savings shortfall check to the CUSTOMER, and later Total Dollar Savings exceed the annual guarantee amount, CUSTOMER will reimburse TAC up to the amount of TAC's shortfall check, to the extent that the shortfall is made up by savings in excess of the guarantee.

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SCHEDULE D: METHODOLOGY AND BASELINE

SECTION I - PERFORMANCE TRACKING METHODOLOGY

A. **Description**
B. **Baseline Definition**
C. **Determination of Adjusted Baseline**
D. **Other Savings**
E. **Determination of Energy Units Saved**
F. **Determination of Energy Dollars Saved**

A. Description

The method of determining energy savings described in this section uses "Option C – Main Meter Measurement" as described in the International Measurement and Verification Protocol (IPMVP). In brief, the energy savings resulting from this project will be measured as follows:

Energy savings will be measured by comparing the guarantee period's total energy consumption and demand to the total energy consumption and demand for the same area in the base year period. Base year energy and demand will be adjusted for differences in weather, facility operation and facility modifications to estimate how much energy would have been used in the guarantee period if the energy conservation measures had not been implemented. The energy saved is the difference between the adjusted base year consumption and the guarantee period consumption. The demand saved is the difference between the adjusted base year demand and the guarantee period demand. Energy cost savings is the difference between the cost of the base year consumption and demand and the guarantee period consumption and demand. This process will be followed for each fuel type involved in the guarantee.

B. Baseline Definition

The base year is the period of time, as agreed to in this document, which establishes the pre-retrofit conditions used as the point of reference for determining guaranteed savings. The guarantee period is any one or more billing periods during the term of the guarantee during which guaranteed savings are measured.

The baseline is that set of parameters that describes both the energy consumed in the base year and the conditions that caused that consumption to occur. This set of parameters includes utility consumption, facility use information, weather data and other information as may be necessary to describe the base year conditions. In addition, the baseline includes certain mathematical values, calculated by a model, that are used to correlate the base year energy consumption with the factors that caused that consumption. The baseline to be used for this project is fully defined in Schedule D Section II, paragraphs A through I. Customer agrees to accept modifications to this baseline that are necessary to account for changes in the facilities and their use which may have occurred prior to the execution of this agreement but come to the attention of TAC after the execution of this agreement.

C. Determination of Adjusted Baseline

Base year consumption is adjusted to estimate what the current guarantee period consumption would have been if no energy conservation measures had been implemented. This is accomplished by adjusting for these factors:

- Changes in the number of days between the base year and guarantee year billing periods

- Changes in weather between the base year and guarantee year billing periods
- Changes in facility use between the base year and guarantee year billing periods
- Modifications to the facility between the base year and guarantee year periods

Adjusted base year consumption is calculated as follows for each fuel type:

$Q = C_D * (T_i - T_{i-1}) + C_H * HDD_i + C_C * CDD_i + O_i + M_i$, or

Adjusted Base Year Consumption = Weather Independent Consumption + Weather Dependent Consumption + Offset + Use and Modification Adjustments

Where:

Q = adjusted base year consumption

C_D = a constant representing units of consumption per billing period day as calculated by model

T_i = ending date of current billing period

T_{i-1} = ending date of previous billing period

C_H = a constant representing units of consumption per heating degree day as calculated by model

HDD_i = heating degree days in the current billing period

C_C = a constant representing units of consumption per cooling degree day as calculated by model

CDD_i = cooling degree days in the current billing period

O_i = offset for the current billing period

M_i = other adjustments for the current billing period

Adjusted base year demand is calculated with a slightly different formula as follows:

$D = D_D * (T_i - T_{i-1}) + D_H *(HDD_i / (T_i - T_{i-1})) + D_C * (CDD_i / (T_i - T_{i-1})) + O_i + M_i$, or

Adjusted Base Year Demand = Weather Independent Demand + Weather Dependent Demand + Offset + Use and Modification Adjustments

Where:

D = adjusted base year demand

D_D = a constant representing units of demand per billing period day as calculated by model

D_H = a constant representing units of demand per heating degree day as calculated by model

D_C = a constant representing units of demand per cooling degree day as calculated by model

Weather Independent Consumption

Because utility meters are not always read on the same day of the month, the number of days in a meter's billing period frequently varies. The term, $C_D * (T_i - T_{i-1})$, in the above equation is used to account for this difference, where $(T_i - T_{i-1})$, gives the number of days in the guarantee year billing period. Thus, Weather Independent Consumption is the consumption per day times the number of days in the guarantee year billing period. The approach is identical for demand, except that the term D_D is substituted for C_D.

Weather Dependent Consumption

Change in weather between the base year and guarantee year periods is accounted for with the term, $C_H * HDD_i + C_C * CDD_i$. Weather Dependent Consumption is consumption per degree-day times the number of degree-days in the guarantee year billing period. A cooling degree-day is the difference between the average daily temperature and the balance point temperature (AvgTemp – BalanceTemp). A heating degree-day is the difference between the balance point temperature and the average daily temperature (BalanceTemp – AvgTemp). Degree-days are either positive numbers or zero. If the degree-day calculation yields a negative number, the period is considered to have zero degree-days of that type. The balance point temperature is different for each building and for each fuel type. The balance point temperatures used for this project are defined in Schedule D Section II-A. The weather station used to determine daily temperatures is specified in Schedule D Section II-D.

Demand is treated similarly. The exception being that "degree-days per day" is substituted for total degree-days. This provides a measure of average daily weather intensity.

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Offset
Offset is that portion of the energy consumption that cannot be accounted for with the Weather Independent and Weather Dependent consumption. It is mostly attributable to seasonal changes in facility use such as summer shutdown and holidays. An Offset figure is defined for each billing period in the base year. Offset for the base year is defined in Schedule D Section II-A. Since the guarantee period may overlap two or more base year billing periods, the guarantee period offset will be the weighted average of the base year offset for the corresponding guarantee year period. Offset for the guarantee period is determined with this equation:

$$O_i = O_1 * dG_1/dB_1 + O_2 * dG_2/dB_2 + \ldots O_n * dG_n/dB_n$$

Where:

O_i = current guarantee period offset
O_1 = base year period 1 offset
O_2 = base year period 2 offset
O_n = base year period n offset
dG_1 = days in guarantee period that overlap base year period 1
dG_2 = days in guarantee period that overlap base year period 2
dG_n = days in guarantee period that overlap base year period n
dB_1 = days in base year period 1
dB_2 = days in base year period 2
dB_n = days in base year period n
n = number of base year periods overlapped by guarantee year period

Other Adjustments
Additional adjustments to the base year may be made to compensate for modifications and additions to a facility or to compensate for changes in how a facility is used. A list of known Causes for Adjustment is shown in Schedule D Section II-F along with means to determine the magnitude of these adjustments.

The total adjustment for any given period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \ldots Adj_n$$

Where Adj_1, Adj_2 and Adj_n are all of the adjustments determined to be necessary for the guarantee period. The sign of the adjustment will be positive when the change will cause an increase in energy and the sign of the adjustment will be negative when the change will cause a decrease in energy. Upon request, TAC will provide an explanation of the derivation of these adjustments to Customer.

If additional changes occur, other than those listed in Schedule D Section II-F, TAC will document to Customer how adjustments will be determined for said changes. Any such adjustment will be added to the term M_i in the equation above.

D. Other Savings

Other Energy Savings
Both Customer and TAC agree to add Stipulated Savings and Other Energy Savings to any measured savings according to the Other Energy Savings Schedule in Schedule D Section III-B.

Maintenance\Other Savings
As a result of implementing Energy Conservation Measures, additional non-energy savings may accrue towards this contract's guaranteed savings. These savings will be measured as follows:

$$\$O = \$O_b - \$O_g$$

Where;

$\$O_b$ = Base year maintenance\other cost
$\$O_g$ = Guarantee period maintenance\other cost

Any base year maintenance\other costs to be used for this purpose are defined in Schedule D Section III-A.

Guarantee period maintenance\other costs will be determined from Customer's records that reflect savings that occur due to the implementation of the Energy Conservation Measures.

E. Determination of Energy Units Saved

Energy and demand units saved will be determined by the following equation:

$E = E_B - E_G$

Where;

E = Energy (or demand) Units Saved
E_B = Adjusted Base Year Consumption
E_G = Guarantee Period Consumption

F. Determination of Energy Dollars Saved

For the purposes of this contract's guarantee, energy dollars saved will be determined as follows:

$\$ = (\$_B - \$_G) + \$_S + \$_O + \$_M$

Where:

\$ = Energy Dollars Saved
$\$_B$ = Cost of Adjusted Base Year Energy, for All Fuel Types
$\$_G$ = Cost of Guarantee Period Energy, for All Fuel Types
$\$_S$ = Stipulated Energy Savings
$\$_O$ = Other Energy Savings
$\$_M$ = Maintenance\Other Savings

The cost of energy in any period will be determined by applying the energy rates, as defined in schedule D section II-E, or the actual energy rates during the period, at the discretion of TAC, to the energy used in a given period for each fuel type.

SECTION II - BASELINE & SUPPORTING INFORMATION

A. **Meter Tuning Contract**
B. **Meter List**
C. **Building List**
D. **Weather Source**
E. **Energy Rates**
F. **Causes for Adjustment**
G. **Calendar and Schedules**
H. **Standards of Service and Comfort**
I. **Other Information**

A. Meter Tuning Contract

The purpose of meter tuning is to establish a relationship between the weather and the consumption and demand measured by a particular meter. Tuning consists of identifying relationships between "historic" utility performance and weather (heating degree days and/or cooling degree days). The end result is a set of coefficients, which will be used in modeling the energy use of a facility to calculate the energy savings or penalty associated with weather normalizing the baseline energy usage.

During the project installation, the PASS department will select the twelve (12) month baseline period (12 months prior to the beginning of installation typically) for each guarantee meter and determine the meter tuning coefficients. These coefficients will be submitted to the customer for review prior to the start of the guarantee period.

The meter tuning effects will be calculated using Metrix utility simulation software. Metrix is a software package product of Silicon Energy. This software package has been accepted as meeting the requirements of the (IPMVP) International Performance Measurement and Verification Protocol.

B. Meter List

Guarantee Meters
The following meters will be used to measure actual energy consumption for both the base year and guarantee periods.

Electric Meters

Meter Name	Account Number	Utility Co.	Rate	Units
Eisenhower High School	9574357500	AEP/PSO	304	kWh/ kW
Eisenhower Middle School	9592514610	AEP/PSO	304	kWh/ kW
MacArthur High School	9534214610	AEP/PSO	304	kWh/ kW
MacArthur High School	9594446541	AEP/PSO	304	kWh/ kW
MacArthur Middle School	9565214610	AEP/PSO	304	kWh/ kW
Douglass Elementary School	9558614610	AEP/PSO	304	kWh/ kW

Gas Meters

Meter Name	Account Number	Utility Co.	Rate	Units
Eisenhower High School	13572-3	CenterPoint		MMBtu
Eisenhower High School	7239346-5	CenterPoint		MMBtu
Eisenhower Middle School	13572-3	CenterPoint		MMBtu
MacArthur High School	13572-3	CenterPoint		MMBtu
MacArthur Middle School	13572-3	CenterPoint		MMBtu
Douglass Elementary School	13572-3	CenterPoint		MMBtu

Supplemental Sub-Meters
The consumption measured by these meters is not guaranteed. Information from these meters may be used to determine baseline adjustments due to modifications to buildings or changes in operation.

Meter Name	Account Number	Utility Co.	Rate	Units
N/A				

C. Building List

The following table(s) lists the buildings/campuses that are served by guarantee meters during the base year period.

Campus	Bldg No.	Building Name	Area (ft^2)	Comments
Eisenhower High School	1	Main building	284,130	
	2	Athletic Facility		
	3	Auxillary Gym		
	4	New Cafeteria		
Eisenhower Junior High School	1	Main Building	178,632	
	2	Auxillary Gym		
	3	Cafeteria		
MacArthur High School	1	Man building	213,162	
	2	Auxillary Gym		
	3	Wrestling		
	4	Field House		
	5	ROTC		
MacArthur Middle High School	1	Main Building	154,066	
	2	Auxillary Gym		
Douglass Elementary	1	Main Building	68,982	

D. Weather Source

Weather Data Source

Data for weather compensation adjustments will be Daily High-Low Temperatures obtained from the National Weather Service Station at Wichita Falls, TX. In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, TAC may select an alternative data source with Customer's approval.

E. Energy Rates

Electricity

ELECTRIC RATE STRUCTURES			
Name of Utility:	*AEP/PSO*		
Rate Schedule:	*304*		
Component	**Charge**	**Unit**	**Description**
Customer Charge:	$45.00	Per Billing Period	Customer Charge
Consumption Charge:	$0.0692	Per kWh	On-peak Energy Charge (1st 150 kWh of demand)
	$0.0637	Per kWh	On-peak Energy Charge (2nd 150 kWh of demand)
	$0.0461	Per kWh	On-peak Energy Charge (additional)
	$0.0577	Per kWh	Off-peak Energy Charge (1st 150 kWh of demand)
	$0.0530	Per kWh	Off-peak Energy Charge (2nd 150 kWh of demand)
	$0.0447	Per kWh	Off-peak Energy Charge (additional)
Other Charges:	Varies	Per kWh	Fuel Adjustment
	2.00%	Per Bill	Franchise Fee

FUEL RATE STRUCTURES			
Name of Utility:	*CenterPoint*		
Rate Schedule:			
Component	**Charge**	**Unit**	**Description**
Customer Charge:	$75.00	Per Meter	
Demand Charge:	$3.9379	Per MMBtu	Demand Distribution Charge (Contract 901 MMBtu)
	$11.0684	Per MMBtu	Demand gsr (Contract 901 MMBtu)
Consumption Charge:	$0.0100	Per MMBtu	Distribution Rate
	Varies	Per MMBtu	Fuel Commodity
Other Charges:	2.0%	Per Bill	Franchise Fee

F. Causes for Adjustment

Cause	Action	Responsibility
Addition of New Building, or Renovation/Addition to Existing Building w/ Independent Utility Metering and HVAC Service	1. None required. Building is independently metered. No effect on savings tracking of other buildings.	1. N/A
Addition of New Building or New Energy User on Existing Utility or HVAC Service **	1. Customer will notify TAC when additions are planned. 2. TAC will review the addition plans and determine if the addition is likely to increase energy use above the threshold limits. * 3. If the addition is expected to exceed any of the threshold limits then all incoming utilities (consumption and demand) and HVAC service will be sub-metered. 4. If the addition is below all of the threshold limits, the addition's energy consumption will be estimated from computerized building simulation, manual calculations or as a ratio of the main building's energy consumption, obtained either from sub-meter data and/or energy simulations.	1. Customer 2. TAC 3. Customer 4. TAC
Addition to Existing Building on Existing Utility or HVAC Service **	1. Customer will notify TAC when additions are planned. 2. TAC will review the addition plans and determine if the addition is likely to increase energy use above the threshold limits. * 3. If the addition is expected to exceed any of the threshold limits, sub-meter the addition, just as for a new building. 4. If the addition is below all of the threshold limits, the addition's energy consumption will be estimated from	1. Customer 2. TAC 3. Customer 4. TAC

	computerized building simulations, manual calculations or as a ratio of the main building's energy consumption, obtained either from sub-meter data and/or energy simulations.	
Renovation / Modification of an Existing Building on Existing Utility or HVAC Service **	1. Customer will notify TAC when building renovations are planned. 2. TAC will review the renovation plans and determine if the renovations are likely to cause a change in energy use that would exceed the threshold limits. * 3. If the renovations are expected to raise or lower energy consumption more than the threshold limits, the renovation will be sub-metered for both pre and post renovation periods until the effect on energy has been determined. 4. If the expected changes are less than the threshold limits, the effect on energy may be estimated, or, at TAC's option, ignored.	1. Customer 2. TAC 3. Customer 4. TAC
Demolition / Abandonment of an Existing Building on Existing Utility or HVAC Service **	1. Customer will notify TAC when a demolition or abandonment is planned. 2. TAC will determine if the demolition/abandonment is likely to decrease energy use more than the threshold limits. * 3. If the expected decrease is more then the threshold limits, the building will be sub-metered for both pre and post demolition periods until the effect on energy has been determined. 4. If the expected changes are less than the threshold limits, the effect on energy may be estimated, or, at Customer's option, ignored.	1. Customer 2. TAC 3. Customer 4. TAC
Change in Occupancy, Occupancy Hours, Calendar or Set-points Reference Schedule D Section II-G and Section II-H for baseline conditions.	1. Customer will maintain records of occupancy levels, operating hours and operating calendar and apprise TAC of the latest figures at least annually. 2. If at any point during the guarantee term any of these values change more than 5% of its baseline value, TAC may estimate the impact of this change and adjust the baseline accordingly.	1. Customer 2. TAC
Re-commissioning of Out-of-Service Buildings **	1. When a building is scheduled to be re-commissioned, sub-metering equipment will be installed to measure; a) the building's energy use in its out-of-service condition, and b) the building's energy use after re-commissioning. 2. TAC will use the metered values to adjust the base year for the increased energy consumption.	1. Customer 2. TAC
Customer Initiated ECM's	1. If a customer initiated ECM is estimated to save less than 5% of this contract's annual guaranteed energy savings, no adjustment will be made to the savings measured under this contract. 2. To measure savings from a customer initiated ECM, Customer will develop a separate M&V plan to track the ECM's savings. Pending agreement from TAC, the resulting savings from the customer initiated ECM will be subtracted from this contract's savings. 3. In no event will the original M&V plan's current year measured savings be reduced below the immediately preceding year's savings due to a customer initiated	1. N/A 2. Customer 3. N/A

	ECM.	
Other Causes	1. Other causes for adjustment may occur due to changes in certain baseline conditions. These causes include, but are not limited to, those described in Schedule D Section II-I.	1. TAC

* Threshold Limits:

Area –	1% of base year area as shown in Schedule D Section II-C
Electricity –	1% of highest annual peak demand resulting from the Meter Tuning Contract discussed in Schedule D Section II-A
Natural Gas –	1% of installed base year gas-heating capacity
Other Fuel –	1% of installed base year maximum capacity
Air Conditioning –	1% of installed base year air-conditioning capacity

** Reference Schedule D Section II-B and Section II-C for the associated meters and facilities included in the baseline.

G. Calendar and Schedules

Calendar 2008-2009

Date(s)	Event		Date(s)	Event
August 12-14	Professional Day / In-Service		January 19	Martin Luther King Day
August 15	First Day of School		February 16	President's Day/ In-service
September 1	Labor Day Holiday		March 16-20	Spring Break
October 15	Parent Teacher Conference		May 8 & 15th	Inclement Weather Days
October 16 - 17	Fall Break - No School		May 21	Last day of School for Students
November 11	Veteran's Day / In-Service		May 22	Parent Teacher Conference
November 26- 28	Thanksgiving Break		May 25	Memorial Day
December 22- January 5	Christmas Break			

Summer School		
Grades 6th, 7th, 8th	1st or 2nd Semester June Only	June 1 - 25 (Mon. - Fri.)
Grades 9 - 12	1st Semester Only	
Grades 9 - 12	2nd Semester Only	June 29 - July 23 (Mon. - Fri.)

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Schedules

Day Type	Explanation
School Day	During the regular school year when school is in session it is Monday through Friday with the exception of holidays and breaks
Weekend	Typical two day weekend
Holiday	Holiday when no classes are scheduled
Summer	Summer break days when summer school is not in session
Summer School Days	Summer break days when summer school is in session

Start Times	1 hour prior to scheduled event for area in question
Stop Times	After scheduled event for area in question
Special Requirements	As demanded for given area in question, adjustment required, unless demanded in base year.

	Building	School Day	Weekend	Holiday	Summer	Summer School Day
	Douglass Elementary					
1	Classrooms	8:30 am - 4:15 pm	Off	Off	Off	Off
2	Office Area	8:30 am - 4:15 pm	Off	Off	Off	7 am - 3 pm
3	Cafeteria	6:30 am - 3 pm	Off	Off	Off	Off
4	Auditorium	8:30 am - 4:15 pm	Off	Off	Off	Off
5	Gymnasium	7:30 am - 5 pm	Off	Off	Off	Off
	Eisenhower High School					
1	Classrooms	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
2	Office Area	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
3	Athletic Facility, Gym, Gym Lobby, Kitchen, & Library	7 am - 5 pm	Off	Off	Off	8 am - 3 pm
4	Auditorium, Old Cafeteria, Auxiliary & Wrestling Gyms	7 am - 5 pm	Off	Off	Off	Off
5	New Wing Splits	7 am - 3:30 pm	Off	Off	Off	Off
6	Cafeteria	5:30 am - 3:30 pm	Off	Off	Off	8 am - 3 pm
	Eisenhower Junior High					
1	Offices	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
2	New Addition Classrooms	7 am - 3:30 pm	Off	Off	Off	8 am - 3 pm
3	Cafeteria	5:30 am - 3:00 pm	Off	Off	Off	7 am - 3 pm
4	Locker Rooms	6 am - 6 pm	Off	Off	Off	Off
5	Main Gym & Auxiliary Gym	7 am - 7 pm	Sat. 8 am - 12 pm	Off	Off	Off
6	Wrestling Room	8 am - 6 pm	Off	Off	Off	Off
7	Classrooms	7 am - 3:30 pm	Off	Off	Off	8 am - 3 pm
8	Auditorium	7 am - 5 pm	Off	Off	Off	Off
	MacArthur Middle School					
1	Classrooms	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
2	Auditorium	7 am - 4 pm	Off	Off	Off	Off
3	Gym, Gym Lobby, Locker Rooms	7 am - 8 pm	Sat. 8 am - 2 pm	Off	Off	Off
4	Offices	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
5	Cafeteria	5:30 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
	MacArthur High School					
1	Classrooms	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
2	New Addition Classrooms	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm
3	Gym, Auditorium, Locker Rooms, ROTC	7 am - 6 pm	Off	Off	Off	7 am - 4 pm
4	Cafeteria	5:30 am - 3:00 pm	Off	Off		7 am - 3 pm
5	Auxiliary Gym	7 am - 5 pm	Off	Off	Off	Off
6	Offices	7 am - 3:30 pm	Off	Off	Off	7 am - 3 pm

H. Standards of Service and Comfort

Customer agrees to operate the conditioned spaces in the facilities listed in Schedule D Section II-C within the temperature ranges scheduled in the Temperature Control Table below. TAC reserves the right to adjust the baseline for operating conditions outside the range specified in this table.

In the event that an adjustment to the baseline is made, TAC shall submit the baseline adjustments to the customer and describe the reasons for the adjustment.

Temperature Control Table

	Heating Set-point Range	Cooling Set-point Range
Occupied	68°F - 71°F	72°F - 75°F
Unoccupied	50°F	Off

I. Other Information

Other Key Baseline Conditions
Following are key baseline conditions and calculation assumptions. Significant deviation from any or all of these conditions constitutes a cause for adjustment. In the event a cause for adjustment occurs, TAC will use an appropriate means to estimate the effect of the change and add or subtract the adjustment for the current billing period. All calculations will be made available to Customer upon request.

- The guaranteed savings assume that no significant increase or decrease, in quantity or capacity, will occur in installed equipment and plug loads such as fans, pumps, lighting, copiers, computers, printers, ovens, etc. TAC reserves the right to adjust for changes in quantity and/or capacity of any of these items. Customer agrees to provide to TAC access to Customer's premises and/or records for purposes of determining the occurrence and/or magnitude of any such changes.

SECTION III - SAVINGS

A. **Baseline Maintenance\Other Costs**
B. **Other Energy Saving**

Other Measured Energy Savings

Other Measured Energy Savings will be determined as follows:

$$\$_O = E_O * \$/Unit$$
$$E_O = E_{MB} - E_{MG}$$

Where:

$\$_O$ = Other Measured Energy Savings
\$/Unit = Cost of Energy per Unit Measured
E_O = Other Measured Energy Units Saved
E_{MB} = Measured Base Year Consumption
E_{MG} = Measured Guarantee Year Consumption

The total Other Measured Energy Savings for any guarantee period will be the sum of the Other Measured Energy Savings for all sites and fuel types.

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SCHEDULE E: PAYMENT SCHEDULE

Construction progress payments shall be made to TAC monthly based on the percentage completion of items delineated on a Schedule of Values during the prior month. The Schedule of Values will be developed by TAC and provided to CUSTOMER at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the project mobilization payment.

The payments shall be taken from an escrow account set up within the project financing agreement. The payment schedule is as follows:

TAC may submit Payment Request Forms and payments shall be made to TAC on a monthly basis during construction. CUSTOMER shall promptly forward Payment Request Form to the escrow agent requesting payment to TAC in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation.

SCHEDULE F: PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

CUSTOMER agrees to maintain the Energy Conservation Measures in original condition with allowance for normal wear and tear. If an Energy Conservation Measure becomes non-operational, CUSTOMER agrees to repair the measure promptly. If CUSTOMER chooses not to repair the failed measure, TAC reserves the right to adjust the amount of guaranteed savings associated with that measure in the yearly savings guarantee.

CUSTOMER must maintain all parts of the Project Site(s). If CUSTOMER has no preventative maintenance program in place, CUSTOMER must comply with the general maintenance requirements specified by equipment manufacturers and/or the Maintenance Tasking guidelines that follow.

If CUSTOMER has an existing preventative maintenance program currently in force at time of contract execution, that program must be continued throughout the guarantee term of this contract. Equipment must be maintained in proper working condition in all cases where the performance of said equipment affects or could affect the guarantee. Should CUSTOMER refuse to perform the required maintenance as per Schedule F, TAC and CUSTOMER shall agree to one of the following means of recourse: a) TAC will adjust the guaranteed savings associated with that equipment, or b) TAC may terminate this guarantee contract upon seven days written notice (as a last resort).

GENERAL RESPONSIBILITIES

CUSTOMER agrees to: a) provide, or cause its suppliers to provide, periodic utility invoices to TAC in a timely manner; b) execute all customer responsibilities as scheduled in Schedule D Section II-F; c) provide to TAC reasonable access to all CUSTOMER facilities and information necessary for TAC to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed in Schedule D Section II-C.
- All buildings served by the meters listed in Schedule D Section II-B.
- All mechanical equipment rooms in the above buildings
- All temperature control and energy management systems which control part or all of any of the above buildings
- Personnel with responsibility for operating and/or managing any of the above buildings
- Monthly utility invoices and billing history for all of the meters listed in Schedule D Section II-B.
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed in Schedule D Section II-F.
- Any data from meters or sub-meters relevant to M&V associated with this contract.

Telephone/Network Communications:

CUSTOMER will be responsible for providing communications and or network interface to all campus buildings for operation and PASS support.

Installation Material Storage:

TAC will be responsible for providing off-site storage for installation materials at each work site.

MAINTENANCE TASKING FOR MECHANICAL EQUIPMENT

As part of this agreement, CUSTOMER and TAC concur that proper maintenance is an essential part of a

complete energy conservation program. Therefore; CUSTOMER agrees to maintain all new and existing mechanical equipment involved with the Performance Contract to insure maximum operating efficiencies. Standard preventative maintenance procedures should be followed to improve equipment performance and extend equipment life.

As the energy savings guarantee agreement progresses with time, CUSTOMER will be responsible to provide to TAC annual documentation that proper maintenance of equipment has been performed. This condition will be in effect throughout the duration of this agreement. In the event, TAC finds that the mechanical systems are not being maintained, TAC retains the right to adjust the performance assurance report to recapture any lost energy savings from a lack of mechanical maintenance.

For the duration of this agreement, CUSTOMER will replace pneumatic control air compressors as they reach the end of their useful life to help ensure that clean, oil free air is delivered to the various pneumatic control air systems on their campuses.

MAINTENANCE TASKING FOR ENERGY MANAGEMENT SYSTEM AND AUTOMATIC TEMPERATURE CONTROL SYSTEM

CUSTOMER will perform all general maintenance of the energy management system and automatic temperature control systems to insure proper performance and energy savings at each facility of the CUSTOMER, for the full term of the performance guarantee. Standard preventative maintenance procedures and repairs should be followed.

CUSTOMER will perform daily facilities monitoring and review alarm summaries.

Following project completion, CUSTOMER will be responsible to provide to TAC evidence that proper maintenance of equipment has been performed. This documentation will be provided annually to TAC for the duration of this agreement.

TAC will make periodic spot checks, during the term of the contract, to ensure that the energy management system and automatic temperature control systems have been maintained and are fully functional. In the event TAC finds that the systems have been modified or non-functional, TAC retains the right to adjust the performance assurance report to recapture any lost energy savings from the changes, and to continue making these adjustments until the changes are corrected.

MEMORANDUM OF UNDERSTANDING

BETWEEN

LAWTON PUBLIC SCHOOLS

and

TULSA JOB CORPS CENTER

BOARD APPROVED
SEP 20 2018
LAWTON PUBLIC SCHOOLS
6-27-19

PURPOSE: The purpose of this Memorandum of Understanding is to outline an agreement through which Lawton Public Schools and Tulsa Job Corps Center will provide office space for a Job Corps counselor.

AGREEMENT PERIOD: The term of this Agreement is from September 1, 2018 and until one or both parties chooses to opt out. Termination of this agreement shall be in writing and shall be effective upon the date specified in the notice given by the party terminating the agreement. Any notice shall be given to the parties at the following addresses:

Lawton Public Schools
Douglass Learning Center
102 E. Gore Blvd.
Lawton, OK 73501

Tulsa Job Corp Center
1133 N. Lewis Ave.
Tulsa, OK 74110

FINANCIAL: There will be no financial obligation on the part of Lawton Public Schools or Tulsa Job Corps.

EQUIPMENT: Lawton Public Schools will provide office space at Douglass Learning Center.

NONDISCRIMNATION POLICY: Lawton Public Schools and Tulsa Job Corps will not discriminate on the basis of race, color, religion, national origin, gender, age, marital or veteran status, or disability.

SPECIFICATIONS:

1. With the Institutions working together, a Job Corps counselor will be housed at Douglass Learning Center in available office space.

2. Employment and evaluation of the Job Corps counselor will be the responsibility of Tulsa Job Corps Center.

3. Any collaboration between the Job Corps counselor and Lawton Public Schools will include mutual consent of Lawton Public Schools and Tulsa Job Corps Center.

SIGNATURES:

Date 9-20-18

Kent Jester
President
Board of Education
Lawton Public Schools

Date 9/5/18

Carl Hilliard
Center Director
Tulsa Job Corps Center

Tyler Technologies

APR 17 2014

AGREEMENT

LAWTON PUBLIC SCHOOLS

This Agreement ("Agreement") is made this 17th day of April, 2014 ("Effective Date") between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and Lawton Public Schools, with offices at 753 Fort Sill Boulevard, Lawton, Oklahoma 73502 ("Client").

6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

Tyler and Client agree as follows:

1. **License Grant.**

1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes at 753 Fort Sill Boulevard, Lawton, Oklahoma 73502, for Lawton Public Schools only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.

1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.

1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.

1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.

1.5. Versatrans Onscreen ™ ("Onscreen") and Versatrans Fleetvision ™ ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. Client may exceed the number of Fleetvision vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.

2. **Limited Warranty**. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler's then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

3. **Intellectual Property Infringement Indemnification**. Tyler will defend and indemnify Client against any

claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

4. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

5. **Cancellation of Services**. In the event Client cancels services less than fifteen (15) business days in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.

6. **Work Responsibilities**. Client data necessary to utilize the Tyler Software Products (the "Client Data") shall be developed between the Effective Date and the first day of training. Tyler shall retain ownership of the Client Data. The parties shall have the additional responsibilities for developing and formatting the Client Data as set forth in the "Work Responsibilities" annexed hereto as Exhibit 2 and made a part of this Agreement.

7. **Additional Services**. Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.

8. **Maintenance Services.** The Maintenance Agreement is effective when Tyler has made the Tyler Software Products available to Client for downloading and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.

8.1. **Maintenance Services Terms, Conditions, Limitations and Exclusions**. For as long as a current Maintenance Agreement is in place, Tyler shall:

8.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the

applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.

8.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification, and that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.

8.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

8.2. **Client Responsibilities**. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them; including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

9. **Taxes**. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.

10. **Force Majeure**. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

11. **Indemnification**. Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.

12. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

13. **Disclaimer**. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED,

IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

14. **Termination.**

14.1. Termination for Cause. In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.

14.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

15. **No Assignment**. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

16. **Confidentiality**. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

17. **Payment Terms.**

17.1. Tyler will invoice Client $20,145.80 when the Tyler Software Products are made available to Client for downloading, which equals:

17.1.1. 100% of the Software License fees ($15,920),

17.1.2. 100% of the Software Support and Maintenance fees ($1,401) which cover the period commencing when Tyler first makes the Tyler Software Products available to Client for downloading through June 30, 2014, and

17.1.3. 20% of the Implementation fees ($2,824.80)

17.2. Tyler will invoice Client $28,077.20 on July 1, 2014, which equals:

17.2.1. 100% of the Application Software Support and Maintenance Fees ($5,190) for the Tyler Software Products which cover period July 1, 2014 through June 30, 2015.

17.2.2. 80% of the Implementation fees ($11,299.20),

17.2.3. 100% of the Training fees ($588), and

17.2.4. 100% of the fees for Route Building Assistance ($11,000)

17.3. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy). Travel expenses will be billed at the lesser of actual cost or the Travel Max amount as shown in Exhibit 1.

17.4. Subsequent annual Support and Maintenance Fees will be due on or before July 1, 2015 and annually thereafter.

17.5. Payment is due within thirty (30) days of the invoice date.

18. **Entire Agreement.** This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

19. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.	Lawton Public Schools
By: Theodore J. Thien	By: Donna Ronio
Name: Theodore J. Thien	Name: DONNA RONIO
Title: Sr. VP and General Manager, Versatrans	Title: PRESIDENT, LAWTON BOARD OF EDUCATION
Date: April 11, 2014	Date: 4-17-14

Exhibit 1: **Investment Summary**

prices are valid until July 10, 2014

Client: Lawton Public Schools

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 16500 Students	1	$18,975	$18,975	$6,641	$12,334	$0
Versatrans e-Link for up to 20000 Students	1	$10,245	$10,245	$6,659	$3,586	$0
Reportwriter	1	$0	$0		$0	$0
Subtotal: Application Software License Fees			**$29,220**	**$13,300**	**$15,920**	

2. Maintenance	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 16500 Students (through 6/30/2014)	1	$1,072	$1,072	$0	$1,072	
Versatrans RP Standard Edition for up to 16500 Students (7/1/2014 through 6/30/2015)*	1	$6,430	$6,430	$3,215	$3,215	$6,430
Versatrans e-Link for up to 20000 Students (through 6/30/2014)	1	$329	$329	$0	$329	
Versatrans e-Link for up to 20000 Students (7/1/2014 through 6/30/2015)*	1	$1,975	$1,975	$0	$1,975	$1,975
Subtotal: Application Software Maintenance Fees			**$9,806**	**$3,215**	**$6,591**	**$8,405**

3. Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition Implementation	1	$14,124	$14,124	$0	$14,124	
-- includes 2 days of onsite training (1)(4)						
-- includes hosting of RP in Tyler Data Center during implementation						
Comanche County Map (Source: local GIS)	1	$0	$0	$0	$0	
Additional Maps: (none are included with this quote)	0	$2,000			not inc.	
Versatrans e-Link Training - Online (4)	0.5	$1,175	$588	$0	$588	
Onsite Route Building Assistance Days (1),(2)	8	$1,375	$11,000	$0	$11,000	
Subtotal: Application Services					$25,712	

4. Hardware and other Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Subtotal: Hardware and other Services					$0	$0
Total One-Time Fees:					**$48,223**	
Total Recurring Fees **:						**$8,405**
Travel Max (1)					**$8,000**	

*Future Year Renewal reflects the period July 1, 2015 through June 30, 2016

** Subject to annual increase

[1] *Travel Max is an estimate of the total travel expenses and is valid for 12 months from the effective date. Travel expenses will be billed at the lesser amount of the Travel Max as shown or the actual costs.*

[3] *A route is defined as one trip that begins with an empty bus picking up a group of school children during a designated timeframe and dropping them off at their assigned destination leaving an empty bus. (i.e. One AM route begins at the first bus stop and ends after all the children have been dropped off at their assigned school, leaving the bus empty).*

[4] *Training Classes are limited to 5 persons*

Ver. 41435

Quote prepared on April 11,2014

Signature

Exhibit 2

Regular Services Package

Work Responsibilities

Mapping

Tyler will (a) provide Client with a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Map Data Preparation

Tyler will enter into the map data file data supplied by Client, including:

- Building locations and contacts
- Map restrictions
- Bus stops and bus stop classifications
- One way streets
- Average road speeds
- Walk-to-stop distances by grade and arrival/departure times
- Define and assign boundaries
- School names and locations
- Grades at each school
- Employees and employee types
- Drivers
- Employee certifications
- Vehicles and equipment
- Route sets and schemes
- Route set criteria
- Any and all other data and information related to students, bus routing, maps and Client's policies and procedures related to this Agreement that may be necessary to compile accurate district data

House Numbering Data

If necessary, Tyler will enter house numbering data for the district portion of the map provided by Client in electronic format. Tyler will not perform a district canvass for house numbers, unless expressly contracted by Client in accordance with Section 7 ("Additional Services") of this Agreement.

Student File Preparation

Tyler will provide Client with an ASCII file layout describing the required district student data file and will import the Client's ASCII file(s) into the new map data file (the "Student Data").

Tyler will pass the Student Data through the location process. To the extent feasible as determined in Tyler's sole discretion, Tyler will correct Student Data not matching street/number ranges in the digital map. To the extent such corrections are not feasible, Tyler will furnish Client with a list of students with non-locatable addresses for Client to correct.

Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

Training

a. During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Routing Training will be held at Client's place of business, on weekdays, unless the parties agree to another location and time. Weekend Training may be available at premium rates and based on trainer availability. It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers fully equipped to run the Tyler Software Products. Provided that all of Tyler's tasks are complete, failure to schedule Routing Training within two (2) months of the last day of Implementation Training may require that additional Training be purchased as a refresher course.

b. Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.

c. In conjunction with the initial purchase of Versatrans Routing and Planning, Tyler will provide up to six (6) hours of transition Training to assist Client during the implementation process of Versatrans Routing and Planning. Transition Training will consist of telephone and/or on-line Training. On-line Training sessions allow the Tyler trainer to connect to the user's computer and instruct him/her in certain operations and/or answer questions relating to software concepts and operations. Upon Client's request, on-line transition Training sessions will be scheduled at mutually agreeable times and will be used between the Implementation and Routing Training or within thirty (30) days of the Routing Training session.

d. All Training dates must be approved by Client in writing.

Exhibit 3

Third Party Terms and Conditions

NAVTEQ End-User Terms

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Tyler Technologies, Inc. (LICENSEE) and its licensors (including their licensors and suppliers) on the other hand.
©2002 Navigation Technologies Corporation. All rights reserved.
The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario.

Terms and Conditions

Personal Use Only: You agree to use this Data together with Versatrans Solutions Routing & Planning software for the solely personal, non-commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by LICENSEE, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. LICENSEE and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: LICENSEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: LICENSEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR

TORT OR BASED ON A WARRANTY, EVEN IF LICENSEE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Disclaimer of Endorsement: Reference to any products, services, processes, hypertext links to third parties or other Data by trade name, trademark, manufacturer supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by LICENSEE or its licensors. Product and service information are the sole responsibility of each individual vendor. The Navigation Technologies name and logo, the NAVTEQ and NAVTEQ ON BOARD trademarks and logos, and other trademarks and trade names owned by Navigation Technologies Corporation may not be used in any commercial manner without the prior written consent of Navigation Technologies.

Export Control: You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Indemnity: You agree to indemnify, defend and hold LICENSEE and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of this Data.

Entire Agreement: These terms and conditions constitute the entire agreement between LICENSEE (and its licensors, including their licensors and suppliers).

DataMap Intelligence Agreement

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HIGHLIGHT SCHOOL ATHLETIC AGREEMENT

AMONG UNDER ARMOUR, BSN, LAWTON MacARTHUR HIGH SCHOOL FOOTBALL

BOARD APPROVED
JUL 19 2018
LAWTON PUBLIC SCHOOLS
6-27-19

High School: Lawton MacArthur High School Football
Athletic Director: Brett Manning
Colors: Green & Black
Mascot: Highlanders

School's Obligations to Under Armour and its Authorized Servicing Team Dealers ("Team Dealers")

- The term of this agreement commences on June 1, 2018 and ends on May 30, 2021 ("Term"). ←
- During the Term, School shall purchase Under Armour products for School's athletic teams ("Teams") from the Team Dealer(s) set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with year two. School shall use best efforts to exclusively use Under Armour's inflatables for School teams.
- School shall place orders with Team Dealers for custom and stock uniforms by: (i) January 15 for fall sports; (ii) May 31 for winter sports; and (iii) November 15 for spring sports. Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- Under Armour and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each School team. Aside from Under Armour and Team Dealer(s), no other manufacturer, distributor, marketer or seller of athletic apparel, accessories or footwear shall have the right to place signage at School's teams' facilities.
- School hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of the School's team games subject to applicable NCAA, NFHS, or applicable high school rules.

Under Armour's and Team Dealers' Obligations to School

- Under Armour shall provide School with a product allotment in each year valued at Under Armour's then-current retail pricing as follows: (i)**$3,000** in the first year; (ii)**$3,000** in the second year and; (iii) **$3,000** in the third year. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide team t-shirts free of charge to all members of a state championship Team.
- Under Armour shall provide a free warm-up set to the league/conference coach of the year.
- Team Dealers shall maintain appropriate levels of Under Armour inventory to satisfy School's requirement on a timely basis.

Termination. A party may terminate this agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and School. Further, Under Armour shall have the right to terminate this agreement if: (a) the Team is required to wear and/or use products that are not supplied by Under Armour; or (b) School coaches, staff, or Team members commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.

Miscellaneous. Oklahoma law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

SCHOOL	**UNDER ARMOUR, INC.**
Signature	Signature
KENT JESTER Printed Name	Printed Name
PRESIDENT, Title LAWTON BOARD OF EDUCATION	Title
7-19-18 Date	Date

By signing below, Team Dealer agrees that School will purchase Under Armour products from the Team Dealer.
AUTHORIZED TEAM DEALER-BSN

Team Dealer Name

Signature

Printed Name / Title

Date

LAWTON PUBLIC SCHOOLS

Name: Gary Dees

Department: Athletics

Title of Proposal:

MacArthur Football/ Under Armour Sponsorship

Reason for Proposal:

An agreement with Under Armour would benefit MacArthur Football by allowing them to purchase football equipment and apparel at a deeply discounted price. Through this program, savings on athletic apparel will make it possible to use these savings to fund other needs.

Identify Proposal as it Relates to Elementary and/or Secondary Educational Concerns:

A concern was brought forth on the financial impact this agreement would have on student athletes. The Under Armour sponsorship does not limit student athletes to purchase Under Armour equipment. I am including an email below from Brett Manning with more information.

Mr. Dees,

The renewal of our Under Armour contract is a very positive thing for our student athletes. It allows us to save money from our activity fund. That extra money allows us to better serve our athletes. It allows us to spend more money on everything from shoulder pads and helmets to tackling dummies. There is NOT one single example where this could negatively impact a student.

Our kids are not required to purchase anything in order to play football. The only thing that a football player would even have the option to buy would be cleats. The contract states that if the school purchases uniform equipment (including cleats) that it must be Under Armour. If a kid has a desire to buy his own cleats he has that option and it does not have to be Under Armour. If a parent finds a pair of Nike or Adidas on sale and they want to buy it that is fine. They can even wear them during the game.

Having an Under Armour contract is a privilege and an honor. It has been great for MHS and I would very much like to continue putting our kids in a top of the line uniform.

Brett Manning

Estimated Cost Factor to the School District

There will be no cost to the district.

Action Desired:

I recommend that the board approves the Under Armour contract for the MacArthur High School football program.

Submitted by:

Gary Dees

Date Submitted:

7/10/2018

BOARD APPROVED

JUN 28 2016

NON-CLINICAL AFFILIATION AGREEEMENT

LAWTON PUBLIC SCHOOLS

THIS AGREEMENT is made and entered into on this 28 day of June, 2016, between the University of Science and Arts of Oklahoma, Speech-Language Pathology Program (the College) and the Lawton Public School District (the School). This agreement permits students enrolled in SLPA 2011 Field Observations at the College to observe speech-language pathologists working for the School.

6-27-17
6-28-18
6-27-19

The term of this Agreement shall be one year terms, beginning July 1, 2016, and continue in effect until one party notifies the other in writing of its intent to terminate this Agreement. If such written notice is given, the Agreement shall terminate immediately upon receipt of written notice.

Observations will be scheduled cooperatively between speech-language pathologists at the School and student observers at the College. The College shall provide contact information of the course instructor to the speech-language pathologist. The speech pathologist at the School reserves the right to ask the student observer to leave the premises for any inappropriate behavior or pose of threat to the health, welfare, or safety of anyone at the School. Student observers are required to wear name badges issued by the School and comply with the grooming and dress code policies of the School.

The College shall continuously monitor and evaluate the competence and performance of each student and will remove from the course any student who is incompetent or unqualified to participate.

The College will provide information with respect to protected health information and professional information as required by applicable provisions of the Health Information and Portability and Accountability Act of 1996 (HIPAA). The College will require students to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the School, and to follow the Code of Ethics of the American Speech-Language-Hearing Association (ASHA).

Each party shall be responsible for its own acts and omissions. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities which may arise in connection with the failure of the School or the College to perform any of their obligations under this Agreement.

The College hereby agrees to indemnify and hold School harmless from any claims, actions or demands made or asserted against School for any loss, expense or costs incurred by School including reasonable attorney fees in defending any claim made against School as a result of the action or inaction by any student of College assigned to School to perform services under this agreement to the extent allowable by the Oklahoma State Constitution and Oklahoma State laws and Statutes.

COLLEGE:		SCHOOL:	
University of Science & Arts of Oklahoma		Lawton Public Schools	
6/29/16		6-28-16	
Name	Date	Name	Date

BROCKLAND

BOARD APPROVED
JAN 16 2020
LAWTON PUBLIC SCHOOLS

Sixth Statement of Understanding Relating to the Wide Area Network Leasing and Services Agreement

between

no charge

Unite Private Networks, LLC
7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

Lawton Public Schools
753 Fort Sill Blvd.
Lawton, OK 73507

NS 24210

Dated _____ ___, 2019

Location A	Location Z
Site Name: Instructional Media/Tech Ctr. (Hub) **Address:** 753 NW Fort Sill Blvd Lawton, OK 73507	**Site Name:** Police Training Facility (former Brockland Elementary) **Address:** 6205 NW Ferris Avenue Lawton, OK

Schedule B – Installation Timeline

6205 NW Ferris Reconnect

UPN and the District will work together to establish a suitable completion schedule for the *6205 NW Ferris Reconnect* to accommodate both parties' needs.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees – *6205 NW Ferris Reconnect*

The District will not be charged any installation or up-front fees in connection with the *6205 NW Ferris Reconnect.*

Monthly Fees

The Parties agree that the District's monthly fees shall not be impacted by the *6205 NW Ferris Reconnect.*

By signing, the undersigned hereby warrants:

- **that they are authorized agents of UPN and the District respectively;**
- **that they have the authority to enter into this Statement of Understanding on behalf of the parties to the original Agreement; and**
- **that they bind the parties to this Statement of Understanding and to the terms contained herein.**

Both parties agree that this contains the entire Statement of Understanding between UPN and the District about the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Statement of Understanding shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Statement of Understanding.

We make this Statement of Understanding under the laws of the State of Oklahoma. We both agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this Statement of Understanding shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement or this Statement of Understanding.

EMS
Disconnect old
Connect NEW

BOARD APPROVED

JAN 16 2020

LAWTON PUBLIC SCHOOLS

Fifth Statement of Understanding Relating to the Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC

7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

Lawton Public Schools

753 Fort Sill Blvd.
Lawton, OK 73507

NS 21515

Dated _____ ___, 2019

Statement of Understanding Relating to the Wide Area Network Leasing and Services Agreement

This Statement of Understanding relates to the Wide Area Network Leasing and Services Agreement dated March 11, 2013 (the "Agreement") by and between Lawton Public Schools (the "District") and Unite Private Networks, LLC ("UPN") (collectively, the "Parties").

Recitals

A. UPN is in the business of leasing and providing WAN Services ("WAN Services") and WAN Facilities ("WAN Facilities") to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Services and WAN Facilities to the District.

C. In order to facilitate connection of the District's existing network to its new Berg Middle School site located at 34.608459° N, 98.459898° W in Lawton, OK (the *"New Eisenhower Addition"*) and disconnect the District's existing Eisenhower Middle School location (the *"Old Eisenhower Disconnect"*), the Parties have elected to exercise their options in the Agreement, as described in more detail below.

Statement of Understanding

Section 4 of the Agreement allows for changes to the WAN Facilities and Services and reads, in part, as follows:

> "Change Orders. Any changes in the WAN Facilities or the WAN Services… will be set forth in a change order or other document signed by both the District and UPN."

Section 5 of the Agreement contemplates additional sites being added during the term of the Agreement and reads, in part, as follows:

"…If the District elects to add future sites during the term of this Agreement, they will be noted in an Addendum to this contract. All future sites and upgrades will have a term that is coterminous with the original term selected by the District in Schedule C…"

As such, the parties wish to add the following information to Schedules A through C of the Agreement:

Schedule A – WAN Facilities and WAN Services

WAN Services – *New Eisenhower Addition*

Ten (10) Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations:

Location A	Location Z
Site Name: Instructional Media/Tech Ctr. (Hub) **Address**: 753 NW Fort Sill Blvd Lawton, OK 73507	**Site Name**: New Eisenhower MS **Address**: 34.608459° N, 98.459898° W Lawton, OK 73505

Old Eisenhower Disconnect

The Parties agree that the existing District site located at 5702 West Gore Blvd., Lawton, OK 73505 will be disconnected on the earlier of (i) approximately thirty (30) days after the District provides notice to UPN that it is ready to disconnect the site, or (ii) approximately thirty (30) days after completion of the *New Eisenhower Addition.*

Schedule B – Installation Timeline

New Eisenhower Addition

UPN and the District will work together to establish a suitable completion schedule for the *New Eisenhower Addition* to accommodate both parties' needs.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees – *New Eisenhower Addition*

The District will remit a one-time fee of $25,362 within thirty (30) days after receipt of an invoice for the same.

Monthly Fees

The Parties agree that the District's monthly fees shall not be impacted by the *New Eisenhower Addition* and *Old Eisenhower Disconnect.*

By signing, the undersigned hereby warrants:

- **that they are authorized agents of UPN and the District respectively;**
- **that they have the authority to enter into this Statement of Understanding on behalf of the parties to the original Agreement; and**
- **that they bind the parties to this Statement of Understanding and to the terms contained herein.**

Both parties agree that this contains the entire Statement of Understanding between UPN and the District about the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Statement of Understanding shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Statement of Understanding.

We make this Statement of Understanding under the laws of the State of Oklahoma. We both agree to adhere to fair business practices and to comply with all federal, state, and local laws and

regulations. If any portion of this Statement of Understanding shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement or this Statement of Understanding.

IN WITNESS WHEREOF, this Statement of Understanding has been executed by a duly authorized representative of each Party as of the day and year first written above.

Unite Private Networks, LLC

_____

_____
Print Name

_____
Title

_____
Date

Lawton Public Schools

CARLA CLODFELTER
Print Name

PRESIDENT, LAWTON BOARD OF EDUCATION
Title

JANUARY 16, 2020
Date

6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

BOARD APPROVED

JUN 26 2014

LAWTON PUBLIC SCHOOLS

AGREEMENT

THIS AGREEMENT will be effective July 1, 2014, between **Independent School District No. 8, Comanche County, Oklahoma**, hereinafter referred to as DISTRICT, and **WW Vending Company**, hereinafter referred to as VENDOR.

In consideration of the mutual promises and agreements of the parties, it is stipulated and agreed as follows:

1. VENDOR will place a sufficient number of drink and snack vending machines in middle schools and high schools. The machines will be turned on and be operational at all times. Students shall not be restricted from use of the machines before classes, during lunch, after classes and at special occasions.

2. Drink package serving size, with the exception of bottled water, will be 12-ounce aluminum cans. All products placed in the machines, and the machines themselves, will be operated in compliance with the statutes of the State of Oklahoma and Federal Government which govern vending operations in schools. Compliance with the statutes will be the responsibility of the VENDOR. Machines will be uniform in height, will all be the same (matching) color, will be equipped with bill validators and will accept one dollar coins. The signage on the machines will be generic or specific to the school in which it is located.

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

3. On-site attendants will be furnished and paid by the VENDOR to each high school, and daily routes will be established for each middle school. Their duties will include stocking, making change, making refunds, cleaning and maintaining the equipment and assisting students.

4. The VENDOR, at its own expense, will pay for a secure storage facility, with the exception of the electrical requirements, which shall be the responsibility of the DISTRICT. The area for storage will be furnished by the DISTRICT, and will be in close proximity to the vending area.

5. Monies will be collected daily, and merchandise will be delivered as needed. Maintenance personnel will respond within a timely manner after receiving notice of a machine malfunction.

6. VENDOR will pay commission on sales to the DISTRICT by the 10th day of the month after the sales were made. Sales for each school will be reported by product monthly, but only one check will be issued. Commission will initially be paid as follows:

Drink commissions	20% of gross sales
Snack commissions	18% of gross sales

The commission structure may be renegotiated on an annual basis, at the discretion of either party or in the event State and/or Federal regulations change.

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

7. This agreement can be terminated by either party upon ninety (90) days written notice.

IN WITNESS WHEREOF the parties have set their hands effective the year and date first above written.

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA

By Donna Ronio
Donna Ronio, President

VENDOR:

WW VENDING COMPANY

By Wayne Watson 7-1-14
Wayne Watson, President

WADE AND MACKEY
ATTORNEYS AT LAW
POST OFFICE BOX 2515
LAWTON, OK 73502
580-357-7700

6-27-19

to board 6-29-09
6-28-10
6-27-11
6-21-12

6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18

BOARD APPROVED

JUN 2 6 2008

LAWTON PUBLIC SCHOOLS

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of June, 2008, by and between the Board of Education of Independent School District No. 8, Comanche County, Oklahoma, hereinafter referred to as "BOARD," and Westwood Baptist Church, hereinafter referred to as "WESTWOOD BAPTIST."

WITNESSETH:

WHEREAS, BOARD operates Learning Tree Academy located at 1908 NW 38th, Lawton, Oklahoma, and

WHEREAS, WESTWOOD BAPTIST is located at 2104 NW 38th, Lawton, Oklahoma, and

WHEREAS, WESTWOOD BAPTIST is located north across 40th Street from Learning Tree Academy.

WHEREAS, both parties desire to enter into this agreement in order to formally reduce to writing the agreement of the parties to allow each of them to use the facilities of the other in emergencies or when the facilities of one of the parties become temporarily unusable.

NOW, THEREFORE in consideration of the mutual covenants and agreements of the parties, it is stipulated and agreed between the parties as follows:

1. When the facilities of either party become temporarily unusable for any reason, the other party will immediately make available as much of its facilities as possible, under the circumstances at that time, to the party required to vacate any portion of its facilities.

2. The party who is required to use the facilities of the other party agrees to indemnify and hold the other party harmless from any claim or demand against the party whose facilities are being used which arises from the actions of someone under the control of the party using the other party's facilities.

3. This agreement shall continue until terminated by written notice of either party to the other.

IN WITNESS WHEREOF, the parties have executed this agreement on the date stated above.

BOARD OF EDUCATION OF
INDEPENDENT SCHOOL DISTRICT NO. 8

By _____
Robert L. Ross, President

WESTWOOD BAPTIST CHURCH

By Kevin McCurdy

Title: Pastor Westwood Baptist Church

BOARD APPROVED

JUN 0 6 2011

LAWTON PUBLIC SCHOOLS

Partnership Agreement

On behalf of **Lawton Public Schools**, I would like to commit our support to the Wichita Mountains Prevention Network, Region 11 Prevention Coordinator. I will attend meetings of the **Lawton/Ft. Sill Community Coalition** when possible and provide support to its efforts and mission. In addition, our school will collaborate with the RPC in efforts to reduce substance abuse and other high risk behaviors.

Lawton Public Schools and the Region 11 Prevention Coordinator hereby enter into a cooperative agreement to work together for the mutual benefit of the students as well as other community stakeholders. This will include evidence base programs in prevention targeting school age youth, parents and educators. We will improve on collaboration in service to the students and families in support against underage drinking, prescription drug abuse, tobacco and other drugs of abuse.

Eric Sharum 6/6/11

Authorized Agent / Title ERIC SHARUM, PRESIDENT *Date*
Lawton Public Schools LAWTON BOARD OF EDUCATION

Lisa Barnes 6/8/11

Authorized Agent / Title *Date*
Wichita Mountain Prevention Network
Regional Prevention Coordinator

BOARD
6-27-11
6-21-12
6-25-13
6-26-14
6-25-15
6-28-16
6-27-17
6-28-18
6-27-19

AGREEMENT BETWEEN
Williston State College
AND
Lawton Public Schools

BOARD APPROVED
SEP 2 0 2018 6-27-19
LAWTON PUBLIC SCHOOLS

This agreement made this 30th day of August, 2013, between Speech Language Pathology Assistant hereinafter referred to as SLPA) Program at Williston State College (hereinafter referred to as the College) and Lawton Public Schools (Hereinafter referred to as the Clinical Agency). WITNESS THAT:

WHEREAS, the Clinical Agency recognizes the need to provide the community which it undertakes to serve, with an adequate Speech Language Pathology staff, and

WHEREAS, the contracting parties are desirous of cooperating to furnish practicum education to SLPA students enrolled at the College.

NOW THEREFORE, it is mutually agreed by and between said parties:

I. The Clinical Agency

A. Shall jointly decide with the College faculty the areas of the agency that will be utilized for clinical experiences, the dates and times for experiences and the supervisory responsibilities of each.

B. Shall retain ultimate responsibility for the quality of care delivered.

C. Shall provide current information of the Agency's policies/procedures and accreditation status.

D. Shall not depend on student SLPAs when meeting the staffing needs of the institution.

II. The College

A. Shall provide and maintain a faculty working in conformity with nationally recognized standards and qualifications.

B. Shall assume full costs of all supplies, equipment, teaching aids and other expenses as required for educational purposes.

This agreement shall be effective upon its execution, and shall continue for one year hence, and shall automatically be continued for an unlimited number of one-year periods thereafter until terminated by either party by a one year written notice to the other party. Such termination shall not become effective with the respect that students then enrolled and participating in the program.

IN WITNESS WHEREOF, the parties here have caused this agreement to be executed by their respective authorized officers as of the day, month and year as stated in the first paragraph of this agreement.

Clinical Agency

Date: August 22, 2018 By: Chris Shaw
Title: Director of Special Services

Date: August 22, 2018 By: Barbara A. Ellis
Title: Assistant Superintendent

Date: 9-20-18 By:
Title: President, Lawton Board of Education

SPEECH LANGUAGE PATHOLOGY ASSISTANT PROGRAM AT WILLISTON STATE COLLEGE

Date: 8/21/18 By: _____
President

Date: 8/21/18 By: _____
Vice President for Academic Affairs

Date: 8-21-18 By: _____
SLPP Program Coordinator

Williston State College does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Inquiries concerning Title VI, TitleIX, and Section 504 may be referred to the Affirmative Action Officer, Williston State College,PO Box 1326, Williston ND 58802 or to the Office of Civil Rights, U.S. Department of Education, 10220 N Executive Hills Blvd 8th floor 07-6010, Kansas City, MO 64153-1367.

WRIGHT'S MEDIA

May 17, 2017

QUOTE | ORDER | ORDER CONFIRMATION | PRODUCTION STARTED | CUSTOMER APPROVALS | SHIPPING CONFIRMATION

Confirming Order #: 129157

BOARD APPROVED

JUN 0 5 2017

LAWTON PUBLIC SCHOOLS

CONFIRMING ORDER

Confirm Date: 05/17/2017
Company: Lawton Public Schools
Contact: Sandra Rikard
Publisher: U.S. News & World Report Licensing
Issue Date: 04/25/2017
Sales Person: Janie Miller

Email: srikard@lawtonps.org
Phone: 580-357-6900
Fax:
Magazine: U.S. News and World Report
Article Title: Best High Schools 2017

Customer Name: Sandra Rikard
Company: Lawton Public Schools

Billing Address: 753 Fort Sill Blvd
Lawton OK, 73507 US

SPECIAL INSTRUCTIONS

U.S. News Best High Schools 2017 Award Badge Permission

Licensee: **Lawton High School (16084)** ("School") has one or more schools that have been recognized by U.S. News & World Report as a "Best High School" in U.S. News's Best High Schools 2017 rankings. This agreement sets forth the terms on which School may use a badge(s) recognizing such ranking(s) and containing, among other things, the U.S. News logo (a "Best High Schools 2017 Badge"). Any badge for which permission to use is granted to a School hereunder shall be referred to as a "Best High Schools 2017 Award Badge" or "Badge" hereunder.

School wishes to license a Best High Schools 2017 Badge(s) for each of the following schools that are eligible (each, an "Eligible School" or "Schools") for the following types of badges: **Bronze**

License

U.S. News & World Report, L.P. ("U.S. News") hereby grants School a license on the terms and conditions set forth herein to use the Badge(s) for the Eligible Schools listed above for the uses listed below:

☑ Web Use License (WUL). The WUL consists of the right to use the U.S. News badge(s) on one web site, one Facebook page, one LinkedIn profile, and one Twitter home page per eligible school, where all such usages are dedicated to promoting the Eligible School.

☑ Apparel License (AL) consists of the right to use the U.S. News Badge(s) on shirts, jackets, uniforms, umbrellas, gym bags, and other items of clothing or of personal use that also contain an Eligible School's logo or other clearly identifying features.

Regardless of the date of signing, School shall not publicly display any Badge licensed under this agreement or otherwise publicly release information about its standing in the Best High Schools 2017 rankings until U.S. News releases that information on usnews.com (currently scheduled for April 25, 2017).

The license is for a period beginning on the date of signing of this Agreement by Wright's Media (on behalf of U.S. News) and lasting until either 12 months thereafter or the next publication of the U.S. News Best High Schools rankings, whichever comes first. School will remove all Badges from all media at the end of such period. If School places the award badge(s) on a website, the badge(s) must link back to the directory page at usnews.com displaying the School's profile.

This license includes only those usages set forth above. Any other uses are excluded, including but not limited to reprints, e-prints, plaques, lapel pins, or accolade licensing, all of which usages and products may be licensed separately.

Badges must be displayed in a way that makes them visible and legible in their entirety. To ensure legibility, for example, the size of a badge for placement in print materials may be no smaller than 1.125 inches in width, on apparel may be no smaller than 2 inches wide, and in digital media intended primarily for display on a personal computer or tablet they may be no smaller than 70 pixels wide.

Terms & Conditions

School acknowledges that the license made hereunder will in no way affect, positively or negatively, the School's rankings.

Eligibility to use a Badge must be confirmed by Wright's Media, which includes verification by Wright's Media that the Eligible School appeared in the online version of the U.S. News Best High Schools 2017 list. A Badge is not transferable, and may not be used by any parents, subsidiaries, affiliates and/or franchisees without U.S. News approval. A Best High Schools badge recognizes excellence in providing a high school education at a specific public high school and should not be used in a way that implies recognition for other schools or educational programs, including schools that are part of the same school system or otherwise affiliated with School.

A Badge shall only be used for the purpose of identifying a School as having been named to the U.S. News Best High Schools 2017 list and not to imply an endorsement of any products or services.

The use of a Badge is subject to the School correctly describing its placement in U.S. News Best High Schools 2017. For example, it may be accurate to refer to a school as "#4 in the state" or "highest ranked in the county," but it would be inaccurate to say "#1 in the county (or city) because U.S. News publishes Best High Schools numerical rankings only for a state and for the entire nation. U.S. News has the right to monitor use of the Badges, and if U.S. News determines at any time in its sole discretion that School's description of its placement in U.S. News Best High Schools 2017 is or becomes inaccurate, misleading, or otherwise inappropriate for any reason, or that a School is no longer entitled to use such a Badge, U.S. News will notify the School, and the School agrees that it shall immediately remove, or change, such materials in accordance with U.S. News's request.

The Best High Schools 2017 Badges shall only be used in the form and colors indicated, without modifications or alterations. Such Badge(s) will not be used in a way that would reflect poorly on U.S. News.

School acknowledges that all Best High Schools 2017 Badges are trademarked and copyrighted creations belonging to U.S. News & World Report, L.P. and that all rights accruing from the use of the marks shall be to the benefit of U.S. News & World Report, L.P.

School agrees that it will keep the terms and conditions of this Agreement confidential, and any other confidential information it learns about U.S. News in the course of the relationship governed by this Agreement.

School grants U.S. News the right to reproduce and display School creative to demonstrate the use of the Badge(s), and School represents to U.S. News that it has the right to grant such rights.

School shall indemnify, defend and hold U.S. News and Wright's Media, LLC ("Wright's"), and their parents, subsidiaries, and affiliated and related companies, and the directors, officers, employees, agents and representatives of each of them (the "Indemnified Parties") from and against, any and all liabilities, obligations, demands, causes of action, claims, judgments, settlements, losses, damages, injuries, costs or expenses ("Losses"), relating either directly or indirectly to, or arising from, School's breach of this Agreement, School's use of the Badge(s), the purchase and/or use of the School's products or services by one or more consumers, and/or the School's business, activities, products, and operations, including but not limited to programs and services advertised by School using the Badge(s). U.S. News shall, at its option, control on behalf of the Indemnified Parties the defense or settlement of any third party claim, or have School control the defense or settlement, using counsel approved in writing by U.S. News. In either case, School, as the indemnifying party, shall bear all costs and expenses of the defense or settlement (including, without limitation, reasonable attorney's fees, costs and expenses) as and when they are incurred. In the event that School shall have control of the defense or settlement of a third party claim, the Indemnified Parties shall have the right to participate in such defense or settlement with counsel of U.S. News's choosing. To the extent School controls the defense or settlement of any third party claim, School shall make no settlement without the written consent of U.S. News.

U.S. NEWS AND WRIGHT'S MAKE NO WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE HEREUNDER (INCLUDING WITH REGARD TO THE BEST HIGH SCHOOLS 2017 AWARD BADGE) AND, SPECIFICALLY, MAKE NO WARRANTY OF ADEQUACY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE LIABILITY OF U.S. NEWS, WRIGHT'S, OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AND AFFILIATED AND RELATED COMPANIES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM, UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY THE SCHOOL UNDER THIS AGREEMENT. U.S. NEWS AND WRIGHT'S SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE COSTS OF DESIGNING, PRODUCING AND DISTRIBUTING SCHOOL'S ADVERTISING AND MARKETING MATERIALS.

School agrees to be bound by the terms of this contract. This Agreement contains the final and entire agreement of the parties and may not be modified without a writing executed by both parties. This contract shall be governed by and construed in accordance with the substantive laws of the state of New York. Any civil action or proceeding arising out of or related to this contract shall be brought in the courts of record of the state of New York in New York County or the U.S. District Court for the Southern District of New York. School consents to the exclusive jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.

This Agreement contains the final and entire agreement of the parties and may not be modified without a writing executed by both parties.

Except as set forth herein, no other use of the Best High Schools Award Badge may be made without U.S. News's prior express written approval. For any use whatsoever of the U.S. News & World Report logo, or any other text, photograph, graphic, cover or image of U.S. News & World Report or www.usnews.com publications, the School agrees that it shall contact permissions@usnews.com for specific written authorization, which may be granted or denied in the sole discretion of Wright's and U.S. News.

In the event of a breach by School of this Agreement, the license is void and, upon notice from Wright's Media or U.S. News, School will cease all uses of the Best High Schools 2017 Award Badge. If School breaches this Agreement, U.S. News will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security.

U.S. News shall be a third party beneficiary of this Agreement. To the extent that a school system, advertising agency or other third party signs this Agreement on behalf of School, such school system, advertising agency or other third party represents that it has the authority to bind School hereunder and shall, along with School, be jointly and severally liable for all obligations of School hereunder.

U.S. News and School hereby agree to the Best High Schools 2017 Award Badge Permission and Terms & Conditions.

SCHOOL (**Lawton High School**)	WRIGHT'S MEDIA, LLC AS AGENT FOR U.S. NEWS & WORLD REPORT, L.P.
By:	By:
Name:	Name:
Title:	Title:

Licensing: Custom License

Terms: N/A — Price: $ 750

Banners — Price: $3,570

Subtotal Total: $4,320.00

Banner Shipments

2	Lawton Public S	Ground	Lawton, OK	Attn: Sandra Rikard	--
4	Lawton Public S	Ground	Lawton, OK	Attn: Sandra Rikard	--

Shipping Total: $0.00
Tax Total: $0.00
Grand Total: $4,320.00

Payment Methods

- Check _____ (Production will not begin until payment in full has been received.)
- Purchase Order _____ (Must fax PO before production will begin.)

Wright's Media will not proceed without a signed confirmation sheet. Please sign and fax back to 281-419-5712. Your signature confirms the purchase and price of the items above. Cancellations of this job, once it is signed and faxed back, will have a minimum fee of 30% of the total price. Standard turnaround is 15-20 business days once we have received all materials.

Thank you for the order.
Janie Miller

Customer Signature

| 2407 Timberloch Pl | Suite B | The Woodlands TX 77380 | Toll 877-652-5295 | Ph. 281-419-5725 |
Fax 281-419-5712

Jane Bridges 6-5-17

BOARD APPROVED

AUG 06 2018

LAWTON PUBLIC SCHOOLS

7-18-19

AMENDMENT TO SERVICES AND SOLUTIONS AGREEMENT AND EXTENSIONS THEREOF

This Amendment is entered into by and between **LAWTON PUBLIC SCHOOL DISTRICT I-8,** on the one hand, and **Xcel Office Solutions**, on the other hand.

The purpose of this Amendment is to amend, correct and supersede the "TERM" and "EARLY TERMINATION" provisions, and any and all other provisions regarding termination, cancellation and/or revocability of each the following related set of agreements (collectively "Equipment Rental Contract") between the above parties:

- Services and Solutions Agreement, Number 7133495, entered into on or about February 1, 2013;
- Services Contract # 7133495-001;
- Services & Solutions Order under Services Contract # 7133495-001;
- Xerox Print Services Addendum amending Services Contract No. 7133495-001 and Services and Solutions Agreement No. 7133495;
- Extension of Equipment Rental Contract #7133495 (with extension of services), signed 11-19-2015, and effective February 1, 2016;
- Extension of Equipment Rental Contract (with extension of services), stamped "BOARD APPROVED FEB 15 2018 LAWTON PUBLIC SCHOOLS",

such that they comply with OKLA. CONST. Art. 10, § 26, and OKLA. STAT. tit. 70, § 5-117(B).

NOW, therefore, in consideration of the foregoing recital (which is made a part of this Amendment) and to comply with the above-cited Oklahoma law, the parties agree as follows:

1. The Equipment Rental Contract, as defined hereinabove, is amended to be valid to and including June 30 of the fiscal year in which it was initially entered into by the parties; thereafter, on an annual basis, each party to the Equipment Rental Contract must ratify and confirm the continuance of the Equipment Rental Contract for another fiscal year.

2. The parties further hereby agree that their conduct from June 30, 2013 to the date on which this Amendment is executed, including but not limited to Lawton Public School District I-8's continued retention and use of the leased equipment and payment of lease payments for the same and Xcel Office Solution's continued provision of equipment, servicing of the same, and acceptance of lease payments, constitutes and satisfies each party's mutual ratification of the Equipment Rental Contract, as defined hereinabove, for each subsequent fiscal year from the one beginning July 1, 2013 through the fiscal year ending June 30, 2018.

3. Any renewal of the Equipment Rental Contract beyond June 30, 2018 must be mutually ratified by the parties for each and every fiscal year pursuant to OKLA. STAT. tit. 70, § 5-117(B).

4. In the event the parties choose to and do mutually ratify the Equipment Rental Contract for successive one-fiscal year terms beyond June 30, 2018, the parties understand and agree that the Equipment Rental Contract and extensions thereof identified in and subject to this Addendum will end as of June 30, 2021.

5. As additional consideration for Lawton Public School District I-8 agreeing to this amendment, Xcel Office Solutions further agrees to:

(a) waive the refinance charge in the amount of $6,188.00 beginning February 1, 2019;

(b) not charge the school district for staples on machines provided pursuant to the Equipment Rental Contract effective as of the date of this Addendum; and,

(c) to implement, effective immediately, a 10% threshold on click (flash) charges whereby Xcel Office Solutions will not charge the school district if it goes over its click (flash) allowance, as presently defined in the Equipment Rental Contract, by 10% or less.

WHEREFORE, the parties have caused their respective authorized representatives to execute this Amendment on July 12, 2018.

Lawton Public School District I-8,
more properly known as Independent
School District No. 8 of Comanche County, Oklahoma

By: _____

Printed Name KENT JESTER

Title: PRESIDENT, LAWTON BOARD OF EDUCATION

Xcel Office Solutions, LLC,
d/b/a Xcel Office Solutions

By: _____

Printed Name: Wayne Tyler

Title: Managing Partner

BOARD APPROVED

FEB 15 2018

LAWTON PUBLIC SCHOOLS

XCEL OFFICE SOLUTIONS

EXTENSION OF EQUIPMENT RENTAL CONTRACT (WITH EXTENSION OF SERVICES)

AGREEMENT NO.: 1320727

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Lawton Public School District I-8**

ADDRESS: **753 NW Fort Sill Blvd** **Lawton, OK 73507-5421**

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
21 Xerox Versalink B405DN with extra tray & stand	☐						
39 Xerox Altalink B8045 system	☐						
26 Xerox Altalink B8055 system	☐						
4 Xerox Altalink B8075 system	☐						
13 Xerox Altalink B8090 system	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)				2,291,666		.015	

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Semi Annually**

TERM IN MONTHS: **36** MONTHLY BASE PAYMENT AMOUNT*: **$31825.00** PURCHASE OPTION: **Fair Market Value** (*PLUS TAX)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	X [signature]	KENT JESTER, PRESIDENT LAWTON BOARD OF EDUCATION	
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Xcel Office Solutions	[signature]	Wayne Tyler Managing Partner	2/19/18
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

500 N Meridian Ave Ste 200 Oklahoma City, OK 73107

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the equipment referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. We will provide all parts and supplies, except paper and staples. You also agree that the consumable supplies (toner, drum, etc.), if included in this Agreement, are our property until used by you, that you will use them only with the specified Equipment in this Agreement, and that at the end of the term of this Agreement, you will return any and all unused consumable supplies to us. If any unused supplies are not returned, you will be billed for such supplies. When requested by us, you agree to provide an inventory of consumable supplies in your possession.

TRACKING SOFTWARE. A. We own software ("Tracking Software") that enables us to monitor the usage of, and the copy count produced on, the Equipment. You hereby grant us permission, and agree that we shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of your computer networked station(s). You agree to provide us, during normal business hours, access to your computer-networked station(s) to enable us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide us access to your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of us. If you disagree, then we retain the right to invoice you the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle. B. No License, other Prohibitions. Nothing herein shall be construed as granting a license to you for the use of the Tracking Software. You may not, nor may you permit or cause any other person to (a) use or copy the Tracking Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or dissemble the Tracking Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Tracking Software, or (d) remove any proprietary notices on the Tracking Software. C. Intellectual Property Rights. All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Tracking Software (including any source code, executable code, object code, tools and/or libraries related to the Tracking Software) will at all times be owned by us. No modifications and/or use by you of the Tracking Software shall under any circumstances transfer any right, title or interest in or to the Tracking Software to you or any third party. D. Tracking Software Warranty, Liability. You acknowledge that the Tracking Software will be installed on your networked workstation(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Tracking Software will be error free or will operate without interruption. We shall in no event be liable to you or any third party for any special, consequential, incidental or indirect damages in connection with the Tracking Software, If the software is found to cause issues on your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, our liability will be limited to the removal of said Tracking Software from your environment.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional six month period unless a) you provide us written notice, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

BOARD APPROVED

NOV 19 2015

LAWTON PUBLIC SCHOOLS

XCEL OFFICE SOLUTIONS

EXTENSION OF EQUIPMENT RENTAL CONTRACT #7133495 (with extension of services)

AGREEMENT NO.: **1090479**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Lawton Public School District I-8**

ADDRESS: **753 NW Fort Sill Blvd** **Lawton, OK 73507-5421**

EQUIPMENT AND PAYMENT TERMS

☒ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
See equipment schedule	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)				**2,291,666**		**.015**	

EQUIPMENT LOCATION: **AS STATED ABOVE**

METER FREQUENCY: **Semi Annually**

TERM IN MONTHS: **36** MONTHLY BASE PAYMENT AMOUNT*: **$31825.00** (*PLUS TAX)

Feb 1, 2016

PURCHASE OPTION: **Fair Market Value**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) Lawton Public Schools	X [signature]	Lawton Board of Education Vice President	11-19-15
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Xcel Office Solutions

OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

500 N Meridian Ave Ste 200 Oklahoma City, OK 73107

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the equipment referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. We will provide all parts and supplies, except paper and staples. You also agree that the consumable supplies (toner, drum, etc.), if included in this Agreement, are our property until used by you, that you will use them only with the specified Equipment in this Agreement, and that at the end of the term of this Agreement, you will return any and all unused consumable supplies to us. If any unused supplies are not returned, you will be billed for such supplies. When requested by us, you agree to provide an inventory of consumable supplies in your possession.

TRACKING SOFTWARE. A. We own software ("Tracking Software") that enables us to monitor the usage of, and the copy count produced on, the Equipment. You hereby grant us permission, and agree that we shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of your computer networked station(s). You agree to provide us, during normal business hours, access to your computer-networked station(s) to enable us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide us access to your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of us. If you disagree, then we retain the right to invoice you the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle. B. No License, other Prohibitions. Nothing herein shall be construed as granting a license to you for the use of the Tracking Software. You may not, nor may you permit or cause any other person to (a) use or copy the Tracking Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or dissemble the Tracking Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Tracking Software, or (d) remove any proprietary notices on the Tracking Software. C. Intellectual Property Rights. All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Tracking Software (including any source code, executable code, object code, tools and/or libraries related to the Tracking Software) will at all times be owned by us. No modifications and/or use by you of the Tracking Software shall under any circumstances transfer any right, title or interest in or to the Tracking Software to you or any third party. D. Tracking Software Warranty, Liability. You acknowledge that the Tracking Software will be installed on your networked workstation(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Tracking Software will be error free or will operate without interruption. We shall in no event be liable to you or any third party for any special, consequential, incidental or indirect damages in connection with the Tracking Software, If the software is found to cause issues on your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, our liability will be limited to the removal of said Tracking Software from your environment.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional six month period unless a) you provide us written notice, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

XCEL OFFICE SOLUTIONS

EQUIPMENT SCHEDULE

AGREEMENT NO.: **1090479**

DESCRIPTION OF EQUIPMENT

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Xerox 5740APT	XEH076184	☐						
Xerox 5765PT	XEL005584	☐						
Xerox 5740APT	XEH076089	☐						
Xerox 5740APT	XEH076169	☐						
Xerox MFP3635X1	BB1486960	☐						
Xerox MFP3635X1	BB1896805	☐						
Xerox 5755ATP	XEH007158	☐						
Xerox 5740APT	XEH075776	☐						
Xerox 5755APT	XEH076156	☐						
Xerox 5755APT	XEH076161	☐						
Xerox 5755APT	XEH076176	☐						
Xerox 5845APT	EX7385253	☐						
Xerox 5740APT	XEH075964	☐						
Xerox 5775PT	XEL005557	☐						
Xerox 5775PT	XEL005599	☐						
Xerox 5775PT	XEL005533	☐						
Xerox 5775PT	XEL005597	☐						
Xerox 5740APT	XEH076198	☐						
Xerox MFP3635X1	BB1486958	☐						
Xerox 5755APT	XEH076025	☐						
Xerox 5755APT	XEH076166	☐						
Xerox 5740APT	XEH076144	☐						
Xerox 5740APT	XEH076199	☐						
Xerox 5740APT	XEH076135	☐						
Xerox 5740APT	XEH076139	☐						
Xerox 5740APT	XEH076170	☐						
Xerox 5755APT	XEH076078	☐						
Xerox 5740APT	XEH076180	☐						
Xerox MFP3635X1	BB1896863	☐						
Xerox 5755APT	XEH076043	☐						
Xerox 5755APT	XEH076110	☐						
Xerox MFP3635X1	BB1896801	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)								

VERIFICATION

The undersigned hereby verifies that the information on this Schedule is complete and correct. The undersigned also acknowledges having received a copy of this Schedule.

Lawton Public School District I-8	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

XCEL OFFICE SOLUTIONS

EQUIPMENT SCHEDULE

AGREEMENT NO.: **1090479**

DESCRIPTION OF EQUIPMENT

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Xerox 5855APT	EX7384991	☐						
Xerox 5855APT	EX7385123	☐						
Xerox 5855APT	EX7385246	☐						
Xerox 5740APT	XEH075900	☐						
Xerox 5740APT	XEH075930	☐						
Xerox 5740APT	XEH076172	☐						
Xerox 5740APT	XEH076177	☐						
Xerox 5740APT	XEH076178	☐						
Xerox 5740APT	XEH076205	☐						
Xerox 5740APT	XEH075962	☐						
Xerox MFP3635X1	BB1896867	☐						
Xerox 5845APT	EX7385113	☐						
Xerox MFP3635X1	BB1896865	☐						
Xerox 5755APT	XEH076160	☐						
Xerox 5755APT	XEH075970	☐						
Xerox MFP3635X1	BB1896858	☐						
Xerox 5755APT	XEH076159	☐						
Xerox 5740APT	XEH076004	☐						
Xerox 5755APT	XEH076046	☐						
Xerox 5740APT	XEH076168	☐						
Xerox 5755APT	XEH076230	☐						
Xerox 5755APT	XEH076076	☐						
Xerox 5740APT	XEH076207	☐						
Xerox 5740APT	XEH076075	☐						
Xerox 5755APT	XEH075874	☐						
Xerox 5740APT	XEH076167	☐						
Xerox MFP3635X1	BB1896864	☐						
Xerox 5755APT	XEH076126	☐						
Xerox 5740APT	XEH075830	☐						
Xerox 5740APT	XEH075960	☐						
Xerox 5875APT	EX9281950	☐						
Xerox 5755APT	XEH076045	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)								

VERIFICATION

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Lawton Public School District I-8	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

XCEL OFFICE SOLUTIONS

EQUIPMENT SCHEDULE

AGREEMENT NO.: **1090479**

DESCRIPTION OF EQUIPMENT

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Xerox 5740APT	XEH076201	☐						
Xerox 5775PT	XEL005547	☐						
Xerox 3635X1	BB1566761	☐						
Xerox 5755APT	XEH076141	☐						
Xerox 5775PT	XEL005573	☐						
Xerox MFP3635X1	BB1895614	☐						
Xerox 5755APT	XEH076065	☐						
Xerox MFP3635X1	BB1895612	☐						
Xerox 5755APT	XEH075916	☐						
Xerox MFP3635X1	BB1486959	☐						
Xerox MFP3635X1	BB1895607	☐						
Xerox 5740APT	XEH076103	☐						
Xerox MFP3635X1	BB1486957	☐						
Xerox 5775PT	XEL005527	☐						
Xerox 5775PT	XEL005553	☐						
Xerox 5775PT	XEL005569	☐						
Xerox MFP3635X1	BB1895610	☐						
Xerox 5755APT	XEH076171	☐						
Xerox 5875APT	EX9282128	☐						
Xerox 5755APT	XEH075933	☐						
Xerox 5755APT	XEH076042	☐						
Xerox 5775PT	XEL569418	☐						
Xerox MFP3635X1	BB1567110	☐						
Xerox 5740APT	XEH076193	☐						
Xerox MFP3635X1	BB1896808	☐						
Xerox 5755APT	XEH075928	☐						
Xerox MFP3635X1	BB1563883	☐						
Xerox 5755APT	XEH076186	☐						
Xerox 5845APT	EX7385006	☐						
Xerox 5740APT	XEH075862	☐						
Xerox 5740APT	XEH076151	☐						
		☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)								

VERIFICATION

The undersigned hereby verifies that the information on this Schedule is complete and correct. The undersigned also acknowledges having received a copy of this Schedule.

Lawton Public School District I-8	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

Services & Solutions Order

under Services Contract # 7133495-001

Customer: LAWTON PUBLIC SCHOOL DISTRICT I-008
Bill To: LAWTON PUBLIC
SCHOOL DST I-008
BLVD
753 NW FORT SILL
LAWTON, OK 73507-5498

BOARD APPROVED

MAY 06 2013

LAWTON PUBLIC SCHOOLS

XEROX

Services Provided

Service	Description
Tailored Offering	Xerox Print Services

Order Summary

Agreement	Pricing
Term 6/1/2013 - 1/31/2016 (32 Months) **Issued per Services and Solutions Agreement #** 7133495 **Attachments to this Order** • None	**Total for this Order** Net Monthly Minimum Charge $2,228.50 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)

9 machines

The following terms and conditions are in addition to those in the SSA. In the event of a conflict between terms and conditions, the order of precedence will be the SSA, this SSO and the applicable SOW, except where expressly stated otherwise in the SSA.

Note: The Xerox Equipment included in this Order is subject to the Early Termination provision of the first SSO under this Services Contract.

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Order.

Signer: KENT JESTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Phone:

Customer Authorized Signature: _____ Date: 5/6/13

Thank You for your business!
This agreement is proudly presented by Xerox and
Jerry W Reeves
405-748-4222
For information on your Xerox Account,
Please see your Sales Representative

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Services & Solutions Order

under Services Contract # 7133495-001

Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
1. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
2. 5845APT (5845A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
3. 5845APT (5845A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
4. 5845APT (5845A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
5. 5855APT (5855A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
6. 5855APT (5855A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX

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Services & Solutions Order

under Services Contract # 7133495-001

xerox

Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
7. 5855APT (5855A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
8. 5875APT (5875A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX
9. 5875APT (5875A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	0		$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included		XRX

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SERVICES AND SOLUTIONS AGREEMENT

This Services and Solutions Agreement ("SSA"), Number 7133495, is between **LAWTON PUBLIC SCHOOL DISTRICT I-8 ("Customer")** and **Xerox Corporation** ("Xerox").

1. **SCOPE AND STRUCTURE.** This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Each Services Contract under this SSA constitutes a separate contract and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three-digit extension. Each Services Contract will be established when Customer submits and Xerox accepts the first SSO with a new Services Contract Number. Customer may add Services, Maintenance Services, or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first SSO and each additional SSO or SOW with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 24 unless defined where first used.

2. **ORDERS.**

   A. Orders may consist of SSOs, SOWs, and/or POs. Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.

   B. Xerox may accept an Order either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.

   C. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a "writing" or "in writing"; (ii) "signed"; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.

3. **TERM.**

   A. This SSA is effective when signed by Xerox and, unless terminated by either party upon 90 days written notice, continues for 36 months. If this SSA expires or is terminated, each Services Contract will (i) remain in effect until the expiration or termination of all Orders constituting such Services Contract, and (ii) be governed by the terms and conditions of this SSA as if it were still in effect.

   B. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered.

   C. Except as otherwise provided in an SOW or unless either party provides notice of termination at least 30 days before the end of its term, an Order will automatically renew on a month-to-month basis.

4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes, or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.

5. **PRICING, PAYMENT, AND TAXES.**

   A. **Pricing.** Pricing will be as shown in an Order. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.

   B. **Payment.** Invoices are payable upon receipt and payment must be received within 30 days after the invoice date. For any payment not received within 10 days of its due date, Customer will pay a late charge equal to the greater of 5% of the amount due or $25. Restrictive covenants will not reduce Customer's obligations. If the provision of Services, Products, and/or Maintenance Services begins partially and/or early, Xerox will bill Customer on a pro rata basis, based on a 30-day billing month.

   C. **Taxes.** Customer will be responsible for all Taxes. Taxes will be included in Xerox's invoice unless Customer provides proof of Customer's tax-exempt status.

6. **DEFAULT AND REMEDIES.** Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this SSA, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (b) any applicable ETCs. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

7. **CONFIDENTIAL INFORMATION.** Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public

domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth herein will expire 1 year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, confidentiality obligations with respect to Xerox Work, Xerox Tools and Xerox Client Tools will not expire unless (a), (b) or (c) above become applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, including, but not limited to, computer programs, source code, and algorithms. Customer will only disclose the same pursuant to a separate written agreement. Upon expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.

8. **INTELLECTUAL PROPERTY**. Customer represents and warrants that (a) it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to use same to perform Services, and (b) Customer Content will not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Customer acknowledges and agrees that Xerox does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Xerox, its employees, agents and/or licensors will at all times retain all rights to Xerox Work, Xerox Client Tools and Xerox Tools and, except as expressly set forth herein, no rights to Xerox Work, Xerox Client Tools or Xerox Tools are granted to Customer. If required for royalty reporting purposes, Xerox may disclose Customer's name and address to the third party licensor of certain Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services. If Xerox Client Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services. Customer agrees not to decompile or reverse engineer any Xerox Work, Xerox Client Tools, or Xerox Tools. Xerox grants Customer a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer may not sublicense any rights granted to Customer hereunder, but may authorize a third party ("Designee") to use such rights, solely for Customer's benefit and Customer's internal business purposes. Any Designee operating or maintaining the delivered solution must be subject to written confidentiality obligations with respect to Confidential Information that are no less restrictive than those set forth in this SSA. Output of Services is Customer's sole and exclusive property and Xerox will have no rights therein, except as may be required for Xerox to perform Services. Assessments are provided for Customer's internal business use only, and not for resale, license and/or distribution outside of Customer's organization and the implementation of Assessments may not be performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Customer. Any rights or licenses that are granted to Customer will immediately terminate if Customer defaults with respect to any of Customer's obligations related to such rights or licenses. Xerox reserves the right to terminate such rights or licenses if Customer defaults under any other obligation under a Services Contract.

9. **CUSTOMER RESPONSIBILITIES**.

   A. Customer will (i) provide the Customer Assets that Xerox needs to perform the Services and (ii) grant sufficient rights to enable Xerox and its agents to use all Customer Assets and Customer Content.

   B. During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.

   C. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense.

   D. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.

10. **EARLY TERMINATION**.

   A. **Equipment**. Equipment included in an Order is being provided for the entire term of the Order. If, prior to the expiration of an Order, Customer terminates Equipment or requires Equipment to be removed or replaced, or Xerox terminates the applicable Order due to Customer's default, Customer will pay all amounts due as of the termination date and the ETCs set forth in the applicable Services Contract.

   B. **Services**. Unless otherwise set forth in an SOW, Customer may terminate or reduce any Services upon 90 days prior written notice without incurring ETCs. Notwithstanding the foregoing, if any Services are terminated (i) by Xerox due to Customer's default, or (ii) by Customer and Customer acquires Services from another supplier within 6 months of the termination of such Services, Customer will pay all amounts due as of the termination date and ETCs equal to the then current MMC for the terminated or reduced Services, multiplied by the number of months remaining in the term of the applicable Order, not to exceed 6 months.

   C. **Amortized Services and Third Party Funds**. The cost of certain Services, such as consulting and training, may be amortized over the term of an Order ("Amortized Services"); or Xerox may provide funds to acquire Third Party Hardware, license Third Party Software, or retire debt on existing Third Party Hardware ("Third Party Funds"). Amortized

Services and Third Party Funds are collectively referred to as "Funds". The Funds amount is included in the MMC. Notwithstanding Section 10.B above, if an Order is terminated prior to expiration for any reason, or if a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox (i) all amounts due as of the termination date, and (ii) ETCs equal to the remaining principal balance of the Funds, plus a 15% disengagement fee. Customer will maintain the manufacturer's maintenance agreement for any Third Party Hardware and Third Party Software.

11. **INDEMNIFICATION.**

A. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or damage to tangible property to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this SSA.

B. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to 11.C. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) Services performed, or Deliverables provided, to Customer's direction, specification or design, (iii) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or products; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox; and (vi) breach of Customer's representations and warranties in Section 8(b). If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: (w) obtain for Customer the right to continue to use such Services or Deliverables; (x) modify such Services or Deliverables so they are non-infringing; (y) replace such Services or Deliverables with non-infringing ones; or (z) terminate and/or accept the return of such Deliverables and refund to Customer any amount paid, less the reasonable rental value for the period such Deliverable was available to Customer.

C. Customer, at its expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by Customer or any ultimate judgment for, all third party claims arising out of or related to Section 11.B(i)-(vi).

D. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.

12. **LIMITATION OF LIABILITY.** Xerox will not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the 12 months prior to the claim or $50,000, whichever is greater; and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this SSA or any Order hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability is not applicable to: (a) any specific indemnification obligations set forth in this SSA; (b) where either party has (i) exceeded the rights to the other party's intellectual property granted to it under this SSA, or (ii) misappropriated or infringed the other party's intellectual property under this SSA.

13. **ASSIGNMENT.** Customer may not assign any of its rights or obligations hereunder. Xerox may assign this SSA and any Orders hereunder, in whole or in part, without prior notice to Customer and may release information Xerox has about Customer to an assignee. Each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this SSA. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

14. **FORCE MAJEURE.** Except for payment obligations, neither party will be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control. The affected party will notify the other party of each such circumstance.

15. **MAINTENANCE SERVICES.**

A. Except for Equipment identified as "No Svc", Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly.

B. **Cartridges**. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment and/or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured, or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured, original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

C. **PC/Workstation Requirements**. For Equipment requiring connection to a PC or workstation, Customer must use a PC or workstation that either (i) has been provided by Xerox, or (ii) meets Xerox's published specifications.

16. **CONSUMABLE SUPPLIES INCLUDED**. If specified in an Order, Xerox will provide Consumable Supplies for Equipment. Consumable Supplies are Xerox's property until used by Customer, and Customer will (a) use them only with the Equipment included in the applicable Order, (b) return all Cartridges to Xerox as provided herein, and (c) at the end of the term of the applicable Order, return any unused Consumable Supplies to Xerox at Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30 days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

17. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the manufactured status of Third Party Hardware.

18. **TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.

19. **WARRANTIES AND DISCLAIMERS.**

A. **Services Warranty**. Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern, and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance , Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.

B. **Third Party Product Warranty.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with the services levels in the SOW, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy is to receive a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox. Xerox will pass through to Customer any warranties provided to it by the manufacturer or licensor of Third Party Products to the extent permissible.

C. **Warranty Disclaimer and UCC Waiver**. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

D. The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 9.A or 9.B.

20. **SOFTWARE TERMS.**

A. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current in the payment of all applicable software license fees. Customer has no

other rights to Software. The Base Software license will terminate; (y) if Customer no longer uses or possesses the Equipment; or (z) upon the expiration of any Order under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement. Third Party Software is subject to license and support terms provided by the vendor thereof.

B. **Software Support.** For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking customer orders for the subject Equipment model. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for the current Release and the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. Feature Releases will be subject to additional license fees at Xerox's then-current pricing. Each Release will be considered Software governed by the provisions of this Section 20 (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase Software license and support fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.

C. **Disabling Code.** Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) Customer is notified of a default under a Services Contract; or (iii) Customer's license is terminated or expires.

D. **Diagnostic Software.** Diagnostic Software is a valuable trade secret of Xerox. Xerox does not grant Customer any right to use Diagnostic Software. Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

E. **Title and Rights.** Title and all intellectual property rights to Software and Diagnostic Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of Section 20.A. Customer will not, and will not allow its employees, agents, contractors, or vendors to: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer Software or Diagnostic Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) access or disclose Diagnostic Software for any purpose.

21. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Equipment or Customer's information **management systems.**

22. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

23. **MISCELLANEOUS.** This SSA and the Services Contract(s) hereunder constitute the entire agreement of the parties as to its subject matter, supersede all prior and contemporaneous oral and written agreements, and will be construed under the laws of the State of New York (without regard to conflict-of-law principles). In the event of any conflict between terms and conditions, the order of precedence will be this SSA, the SSO, and the SOW, except where expressly stated otherwise in this SSA. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox. In any action to enforce this SSA or any Services Contract hereunder, the parties agree to the jurisdiction and venue of the federal or state courts in Monroe County, New York and to waive their right to a jury trial. If a court finds any term of this SSA or any Services Contract to be unenforceable, the remaining terms of this SSA and the Services Contract will remain in effect. The delay or failure by either Party to enforce any right or remedy under this SSA or any Services Contract will not constitute a waiver or forgiveness of such right or remedy. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which will be admissible in any action to enforce it, but only SSA or Order held by Xerox will be considered an original. Except for documentation of Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order will be made in an amendment signed by both parties. Customer represents that: (a) it has the lawful power and authority to enter into this SSA, (b) the person signing this SSA or any Order is duly authorized to do so, (c) entering into this SSA will not violate any law or other agreement to which it is a party, (d) it is not aware of anything that will have a material negative effect on its ability to satisfy its payment obligations under this SSA or any Services Contract, and (e) all financial information it has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party will promptly notify the other, in

writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four clauses will control over every other provision in a Services Contract: (w) Customer and Xerox will comply with all laws applicable to the performance of its obligations hereunder, (x) in no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, (y) any part of a Services Contract that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Services Contract to the maximum amount allowed by law, and (z) if in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or refunded to Customer.

24. **DEFINITIONS.**

A. "**Application Software**" means software and accompanying documentation identified in an Order as "Application Software".

B. "**Assessments**" means assessment and recommendation reports created by Xerox in the performance of assessment Services.

C. "**Base Software**" means software and accompanying documentation provided with Equipment.

D. "**Cartridges**" means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.

E. "**Confidential Information**" means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools, and Xerox Client Tools are considered Xerox Confidential Information.

F. "**Consumable Supplies**" means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.

G. "**Customer Assets**" means all hardware, software, and or workspace owned, leased, rented, licensed and/or controlled by Customer, and any services used by Customer that Xerox needs to use or access to enable Xerox to perform the Services.

H. "**Customer Content**" means documents, materials, and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.

I. "**Deliverables**" means Products, Output of Services, Assessments, and Documentation.

J. "**Developments**" means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services.

K. "**Diagnostic Software**" means software used by Xerox to evaluate or maintain the Equipment.

L. "**Documentation**" means all manuals, brochures, specifications, information, and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.

M. "**Eligible Affiliate**" means any domestic entity which controls, is controlled by, or is under common control with Customer. Control (including the terms controls, controlled by and under common control with) means direct or indirect power to direct the management and policies of an entity.

N. "**Equipment**" means Xerox-brand equipment.

O. "ETCs" means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA or the applicable Services Contract.

P. "**Feature Releases**" means new releases of Software that include new content or functionality.

Q. "Maintenance Releases" or "Updates" means new releases of Software that primarily incorporate compliance updates and coding error fixes.

R. "**Maintenance Services**" means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order.

S. "**MMC**" means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products, and Maintenance Services. The MMC may also include lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.

T. "**Order**" means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.

U. "**Output of Services**" means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.

V. **"PO"** means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.

W. **"Pre-existing Work"** means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.

X. **"Products"** means, collectively, Consumable Supplies, Equipment, Software, and Third Party Products.

Y. **"Releases"** means, collectively, Maintenance Releases, Updates, and Feature Releases.

Z. "Services" means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and imaging and language translation services.

AA. **"Services Contract"** means this SSA together with one or more Orders designated by the same Services Contract Number.

BB. **"Services Contract Number"** means a 10-digit number assigned by Xerox to each Services Contract.

CC. **"Software"** means Application Software and Base Software.

DD. **"Software Support"** means the support and maintenance of software provided by Xerox (or a designated servicer).

EE. **"SSO"** means a Services and Solutions Order issued by Xerox pursuant to this SSA.

FF. **"SOW"** means a statement of work describing Services and Deliverables which (i) is incorporated by reference into an SSO, or (ii) references an applicable Services Contract Number and is signed by Customer and Xerox.

GG. **"Taxes"** means all taxes, fees, or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox's income.

HH. **"Third Party Funds"** is defined in Section 10.C.

II. **"Third Party Hardware"** means non-Xerox brand equipment.

JJ. **"Third Party Products"** means, collectively, Third Party Hardware and Third Party Software.

KK. **"Third Party Software"** means non-Xerox brand software.

LL. **"U.S."** means the United States and its territories and possessions.

MM. **"Xerox Client Tools"** means certain Xerox proprietary tools (including any modifications, enhancements, improvements, and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.

NN. **"Xerox Tools"** means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.

OO. **"Xerox Work"** means, collectively, Developments and Pre-Existing Work.

25. "**Funding.** This provision is applicable to governmental entities only. Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (a) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (b) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30-days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due through the end of the funded fiscal year."

LAWTON PUBLIC SCHOOLS	XEROX CORPORATION
Signature	Signature
LAWTON PUBLIC SCHOOL DISTRICT I-8 Name (please print)	Name
Title	Title
Address	Address
Date	Date

Xerox Print Services Description of Services

Client: LAWTON PUBLIC SCHOOL DISTRICT I-8

Business Agreement Number: 7133495-001 Date: February 1, 2013

1. **Services Commencement Date.** Xerox will notify Client in writing when Xerox reasonably determines that Break Fix Service and Supplies, as applicable, are available for the Managed Devices ("Services Commencement Date"). Xerox Devices may be installed prior to the Services Commencement Date. Regardless of the Services Commencement Date for Managed Devices, Break Fix Services and Supplies are provided for Xerox Devices as of the installation date per the terms of the Business Agreement.

2. **Device Management Services.** Xerox will use the Xerox Tools and Xerox Client Tools (collectively "Tools") to monitor networked Devices. The Tools provide automatic service and supplies alerts to the Xerox Help Desk (e.g. low toner), automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan the Client's network for devices which may be eligible to be Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Exhibit A to the XPS Addendum.

3. **Break Fix Services.** Except for Other Devices identified as "Supplies Only" in Exhibit A to the XPS Addendum, Xerox will keep the Devices in good working order ("Break Fix Services").
   a) Break Fix Services may be initiated by the Tools for networked Devices, or by Client calling the Xerox Help Desk.
   b) If a Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform on-site Break Fix Services, which will usually be the next business day. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
   c) If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
   d) For Xerox Devices, Break-Fix Services also include the Basic Services or Maintenance Services identified in the Business Agreement.

4. **Supplies.**
   a) For Managed Devices, Xerox will furnish the Supplies identified in the XPS Addendum. Xerox will provide OEM compatible Supplies when available. If Client requires OEM Supplies other than Xerox, Client will be billed for such OEM Supplies. Xerox is not liable for constrained or discontinued Supplies. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Addendum covers standard ground shipping. The cost of second day, overnight, or other non-standard shipping will be billed to Client.
   b) For Xerox Devices, Xerox will provide Consumable Supplies in accordance with the Business Agreement.
   c) Requests for Supplies and Consumable Supplies may be placed by the Tools or by Client calling the Xerox Help Desk. To prevent excessive shipment of Supplies or Consumable Supplies, Xerox may: (i) check the current toner level to validate a low toner condition; and (ii) check the metered impression volume since the last shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies or Consumable Supplies will be billed to Client. Cleaning kits and print media (e.g. paper) may be ordered from the Xerox Help Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Device.

5. **Xerox Help Desk.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Supplies and Consumable Supplies.

6. **Move, Add, Change, Dispose Process.** The Move, Add, Change and Dispose (MACD) process is used to track and revise the Managed Devices. Under the MACD process, "Adds", "Changes" and "Disposals" may modify the amount billed. For transactions that involve adding or removing Xerox Devices to the XPS Services Contract, Client will also sign an order document containing revised pricing for the Xerox Devices being added or removed. If a Xerox Device is terminated, Client must sign an order document that contains revised pricing and terminates the Xerox Device. Early termination or other charges, if any, for a terminated Xerox Device will be billed according to the terms of the XPS Services Contract.

7. **Reporting:** Xerox standard monthly reports will be provided for the Devices.

8. **Client Responsibilities.** Client will:
   a) Provide a Client Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
   b) Provide a Client IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
   c) Provide or validate MACD information and approve changes in Device status as they occur, through the MACD process.
   d) Notify the Xerox Help Desk if Client wishes to relocate a Device, and Xerox will advise Client if XPS Services are available at the new location.

e) Assure that networked Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
f) Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
g) Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.
h) Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which Devices reside.
i) Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Devices and clear paper jams.
j) Resolve any Client network, Client PC or Managed Device software issues.
k) Replace Device cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
l) Provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
m) Ensure that Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
n) Submit meter data for networked Devices when such data cannot be provided by the Tools.
o) Request Break Fix Services, Supplies and Consumable Supplies from the Xerox Help Desk for Devices that are not compatible with the Tools.
p) Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
q) Legally dispose of all hazardous wastes generated from use of Devices and associated Supplies and CRUs.

Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.

9. **Definitions.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the Business Agreement, the XPS Services Contract or the XPS Addendum.
a) **Asset Management Database**: A database that is hosted and maintained by Xerox to record and provide reporting on Device activities.
b) **Business Agreement**: The contract terms and conditions between Client and Xerox including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this Description of Services.
c) **CRU**: Client replaceable units or items that an operator can install without service assistance.
d) **Device(s)**: The Xerox Devices and Managed Devices included as in-scope under XPS as recorded in the Asset Management Database.
e) **Managed Device(s)**: Printers identified in Exhibit B of the XPS Addendum.
f) **Xerox Device(s)**: A Xerox provided device identified in or added to the XPS Services Contract, provided under a Business Agreement for which Xerox retains title that must be returned to Xerox when that agreement expires.
g) **XPS Addendum**: The XPS Addendum to the XPS Services Contract between Client and Xerox. If there are no Managed Devices included in the XPS Services Contract, all references to XPS Addendum and Managed Devices are hereby deleted from this Description of Service.
h) **XPS Services**: The services described in this Description of Services.
i) **XPS Services Contract**: Collectively the Business Agreement and the XPS Addendum (if applicable).

Services & Solutions Order

under Services Contract # 7133495-001

Customer: LAWTON PUBLIC SCHOOL DISTRICT I-008
Bill To: LAWTON PUBLIC
SCHOOL DST I-008
BLVD
753 NW FORT SILL
LAWTON, OK 73507-5498

DISTRICT

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Services Provided

Service	Description
Tailored Offering	Xerox Print Services

Order Summary

Agreement	Pricing
Term 2/1/2013 - 1/31/2016 (36 Months) **Issued per Services and Solutions Agreement #** 7133495 **Attachments to this Order** • Services and Solutions Agreement • Statement of Work 52547; 52552 • Xerox Print Services Addendum • T & C Clarifications 1-15-13	**Total for this Order** Net Monthly Minimum Charge $27,747.66 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)

BOARD APPROVED

JAN 22 2013

LAWTON PUBLIC SCHOOLS

6-26-14
6-25-15

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Order.

Signer: Phone:

Customer Authorized Signature: Kay Jones Date:

Thank You for your business!
This agreement is proudly presented by Xerox and
Jerry W Reeves
405-748-4222
For information on your Xerox Account,
Please see your Sales Representative

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Services & Solutions Order

under Services Contract # 7133495-001

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
1. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
2. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
3. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
4. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
5. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
6. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
7. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
8. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
9. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
10. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
11. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
12. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Services & Solutions Order

under Services Contract # 7133495-001

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
13. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
14. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
15. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
16. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
17. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
18. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
19. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
20. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
21. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
22. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
23. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
24. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
25. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
26. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
27. 5765PT (WC5765 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
28. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
29. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
30. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Services & Solutions Order

under Services Contract # 7133495-001

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Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
31. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
32. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
33. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
34. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
35. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
36. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
37. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
38. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
39. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
40. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
41. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
42. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
43. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
44. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
45. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
46. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
47. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
48. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Services & Solutions Order

under Services Contract # 7133495-001

xerox

Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
49. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
50. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
51. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
52. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
53. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
54. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
55. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
56. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
57. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
58. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
59. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
60. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
61. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
62. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
63. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
64. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
65. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
66. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Services & Solutions Order

under Services Contract # 7133495-001

xerox

Xerox Equipment & Software Added	Meter Pricing Plan						
Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
67. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
68. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
69. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
70. 5775PT (WC5775 PRINTER/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
71. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
72. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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Services & Solutions Order

under Services Contract # 7133495-001

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
73. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
74. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
75. 5755APT (WC5755A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
76. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
77. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
78. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX

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under Services Contract # 7133495-001

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
79. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
80. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
81. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
82. MFP3635X1 (MFP3635X W/EIP) - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
83. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
84. 5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX

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Xerox Equipment & Software Added

Item	Description	Meter Pricing Plan: Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
85.	5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
86.	5740APT (WC5740A PRINTR/4TRAY) - Customer Ed - Analyst Services	1: Meter 1	0	N/A	$0.0050	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX

Additional Value-Added Products or Services

Item	Description	Type	Plan Features	Modification to Prior Pricing
1.	XPS Fee	Professional Services	- Fixed Price	N

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Services Contract Terms & Conditions

The following terms and conditions are in addition to those in the SSA. In the event of a conflict between terms and conditions, the order of precedence will be the SSA, this SSO and the applicable SOW, except where expressly stated otherwise in the SSA.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7133495-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

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Lease Agreement

xerox

6-28-18
6-27-19

Customer: LAWTON PUBLIC SCHOOL DISTRICT I-008

BillTo: LAWTON PUBLIC SCHOOL
ATTN ACCOUNTS
PAYABLE
P O BOX 1009
LAWTON, OK 73502-1009
Tax ID#:

Install: LAWTON PUBLIC SCHOOLS
ATTN MEDIA CENTER
753 FT SILL BLVD
LAWTON, OK 73507

BOARD APPROVED
FEB 15 2018
LAWTON PUBLIC SCHOOLS

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. DPS144 (NUVERA 144 EA SYSTEM)				
	- Basic Fin Moudl Plus - Top Cover Low - Feed Module 4 Tray - Gbc Adv Pch Pro Nuv (Third Party) Imposition License - Image Quality Pack - 2nd Lf Feed Mod 2t - Productivity Pack Postscript & Ppml Sw Prod Stacker Module - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 144 DPS S/N TB7000927 Trade-In as of Payment 22	2/16/2018
	Supplies C4 44 Hole, Letter (Coil (8R13067) Qty: 2 - 3 Hole Letter (3 Ring Bin (8R13072) Qty: 2			

Xerox Corporation
By
Print Name Julian Restres
FLM Originations
Title / Position

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 7 pages including this face page.

Signer: KENT JESTER, PRESIDENT
Signature:
Date: 2/15/18

Thank You for your business!
This Agreement is proudly presented by Xerox and
Wayne Tyler
(405)692-9235
For information on your Xerox Account, go to
www.xerox.com/AccountManagement

100% TOTAL SATISFACTION GUARANTEE

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Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. DPS144	$7,741.59	1: Black and White Impressions	1 - 200,000 200,001+	Included $0.0046	- Consumable Supplies Included for all prints
Total	$7,741.59	Minimum Payments (Excluding Applicable Taxes)			

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0 7 5 1 3 9 0 0 1 0 0 2 0 0 7 0

Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

6. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

7. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

8. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

9. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long

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as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

10. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

11. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

12. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject

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Terms and Conditions

to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023.

b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.

c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.

d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

PRICING PLAN/OFFERING SELECTED:

13. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. OTHER CHARGES. You will pay a one-time documentation fee of $100 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or $25, whichever is greater

16. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of $10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

28. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand

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Terms and Conditions

Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

30. TITLE & RISK OF LOSS AND INSURANCE. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Equipment insured against loss or damage and the policy will name Xerox as a loss payee ("Required Insurance"). You must provide Xerox or our agents, designees or assigns with satisfactory evidence of Required Insurance within 30 days of the commencement of this Agreement or any subsequent written request by Xerox or our agents, designees or assigns. IF YOU DO NOT PROVIDE SUCH EVIDENCE, THEN, IN LIEU OF OTHER REMEDIES FOR DEFAULT, XEROX, IN ITS DISCRETION AND AT ITS SOLE OPTION, MAY OBTAIN INSURANCE FROM AN INSURER OF ITS CHOOSING, IN SUCH FORMS AND AMOUNTS AS XEROX DEEMS REASONABLE TO PROTECT ITS INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XEROX; IT WILL NOT NAME YOU AS AN INSURED, MAY NOT COVER ALL OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL BE SUBJECT TO CANCELLATION BY XEROX OR THE INSURER AT ANY TIME. YOU AGREE TO PAY XEROX PERIODIC CHARGES FOR SUCH EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY AND/OR BILLING AND PROCESSING FEES WHICH MAY GENERATE A PROFIT TO XEROX OR A THIRD PARTY. XEROX MAY ADD INSURANCE CHARGES TO EACH INVOICE. **XEROX SHALL DISCONTINUE BILLING OR DEBITING INSURANCE CHARGES FOR EQUIPMENT INSURANCE UPON RECEIPT FROM YOU OF SATISFACTORY EVIDENCE OF REQUIRED INSURANCE. Neither loss nor damage to Equipment or Xerox's receipt of insurance proceeds relieve you of any of your remaining obligations under this Agreement.** YOU AGREE (i) AT XEROX'S OPTION, TO ARBITRATE ANY DISPUTE WITH XEROX OR OUR AGENTS, DESIGNEES OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN MONROE COUNTY, NY, (ii) ARBITRATION (NOT A COURT) IS THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Agreement.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee..

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Trade-in Information

34. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

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Terms and Conditions

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Equip Balance	Total Applied To Repl. Equip Price
1. DPS144	Xerox 144 Dps S/N TB7000927	$197,500.00	$147,397.00	$50,103.00

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ZONAR

ZONAR TERMS & LICENSE AGREEMENT FOR HARDWARE USE, DATA TRANSMISSION, & DATA STORAGE SERVICES

BOARD APPROVED 6-27-19

FEB 04 2019

LAWTON PUBLIC SCHOOLS

CUSTOMER INFO:

Name: Lawton Public Schools

Address: 753 Fort Sill Blvd, Lawton, OK 73507

Market Segment: Pupil Transportation

P.O. #:

Quote #: Q168981-1

Contract #:

This Zonar Terms and License Agreement is effective as of _____, 2019 ("Effective Date") and entered into between Lawton Public Schools ("Customer") and Zonar Systems, Inc., a Washington Corporation ("Zonar"). The Parties agree that the following terms and conditions shall apply to Customer's purchase of equipment and services from Zonar, whether procured directly from Zonar or from a Zonar authorized reseller, and Customer's access to and use of Zonar's service and software offerings.

1. **DEFINITIONS:** The following capitalized terms shall have the meanings ascribed to them below:
   - "Agreement" means this Terms & License Agreement (including any Orders submitted by Customer and accepted by Zonar under this Agreement, any Quotes, including Quick Quotes, included or referenced in such Order), which together form a single agreement.
   - "Data" means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or and stored in Zonar's systems in connection with its delivery of the Services. Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (defined in Section 10 below). Data can include one or more of Inspection Data (for Customer's using Zonar's verified inspection service (EVIR)), GPS Data (location data for reviewing the historical path of a vehicle), Z PASS Data (student bus ridership data), and/or Zonar Logs Data (driver log data).
   - "Hardware" means any equipment provided by Zonar to Customer under this Agreement.
   - "Parties" means Zonar and Customer. "Party" means either of Zonar or Customer, as applicable.
   - "Services" means Zonar Offerings including one or more of automated data collection from enrolled vehicles (such data includes one or more of time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission from enrolled vehicles to a secured hosted data center; monthly storage of collected data; customer support for hardware and data transmission issues; and/or any other services that Zonar or its authorized resellers makes to available to Customer under this Agreement.
   - Service Packages" refer to one or more of the Services Zonar will provide to a Customer under a particular Quote or Order. Access to different Zonar Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all Zonar Offerings.
   - "Software" means any Zonar sourced computer software and associated documentation made available to Customer under this Agreement. Such Software includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
   - "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is incorporated herein (see Section 8 below).
   - "Zonar Offerings" means the Zonar-branded Hardware, Software and Services that Zonar, a Zonar authorized reseller, or a Zonar authorized agent makes available to Customer for purchase, license or use under this Agreement. Pricing for Zonar Offerings will be defined in one or more of a Quote, Quick Quote, or Sales Order.

2. **HARDWARE**: Title to Purchased Hardware provided under this Agreement will be transferred to Customer. Hardware may be used only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. All Purchased Hardware to be delivered by Zonar or its agents to Customer under this Agreement shall be shipped FOB origin, such that title transfers to Customer when such Hardware is made available to Customer at Zonar's premises. Without affecting the transfer of title, Zonar shall, as an additional Service included in the Quote as shipping charges, arrange for insured shipment of such Hardware to Customer via a common carrier of Zonar's choosing, and will assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from Zonar or its agents under, Customer shall be solely responsible for the proper installation of all such Hardware. Unless specifically noted otherwise in a Quotation, GPS units are subject to a $50 activation fee (which also applies to any reactivation after a unit has been turned off).

3. **SERVICES AND FEES.** Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement, Zonar and/or its agents shall provide the Services to Customer during the Service Term as defined below. The following services are included with each Service subscription: Service activation, 24/7 access to the GTC web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers, daily account monitoring, and all associated wireless data charges. Customer acknowledges that Zonar in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness. Access to different Zonar Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all Zonar Offerings. Service Packages are defined on the Quote, Quick Quote, or Sales Order, as applicable. Zonar reserves the right to assess a $50 per asset Transfer Fee for any asset transferred to a different Zonar Customer's account. In the event of a discrepancy between the Quote and Sales Order, the stated pricing will be controlled by the Quote, and the Hardware quantity will be controlled by the Sales Order.

4. **CUSTOM SERVICES**: Unless otherwise provided in a separate Statement of Work ("SOW") or Quote specifically referencing or attached to this Agreement, Zonar will not provide any custom Services, including but not limited to, integration services, bulk data export services, or other non-standard Services ("Custom Services") not specifically identified in the relevant SOW, Quote or Sales Order. Any Custom Services must be agreed upon by the Parties in a signed SOW.

5. **SERVICE TERM/TERMINATION:** The Service Term shall be for a period of one (1) year(s) following commencement of Service billing. Service billing shall commence as follows: (a) For Hardware that is shipped to Customer by Zonar or its agents on or before the 15th day of a month, Service billing shall commence on the first of the month following Hardware shipment; (b) For Hardware that is shipped to Customer by Zonar or its agents after the 15th day of a month, Service billing shall commence on the fifteenth day of the following month, following Hardware shipment. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date shall be the date of the first invoice for Service that the Customer pays in full. The Term shall automatically renew for additional one-year periods, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of any Term, the fees and charges are subject to change provided Zonar provides 30 days' written notice by Zonar, and Customer will have 30 days after receiving such notice to cancel. If Customer attempts to terminate early, or fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Zonar upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, all amounts due under this Agreement during the entire Term, including with respect to unexpired portions of the Term, shall accelerate and become immediately due and payable, and also including, without limitation, the cost to repair or replace damaged Hardware (if such Hardware was not purchased outright), interest, and costs/expenses of collection. Zonar shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and any Zonar Confidential Information.

6. **PAYMENT TERMS AND TAXES.** Customer shall pay (in U.S dollars) all invoices issued under this Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within 30 days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, and Customer shall be responsible for all

18200 Cascade Ave. S. Seattle, WA 98188-4728
Toll Free 1.877.843.3847 | **Phone** 206.878.2459 | **Fax** 206.878.3082

costs and expenses, including attorney's fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full. **TAXES:** All payments to Zonar exclude taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, (including sales tax, use tax, and property tax on leased or purchased Hardware, excepting taxes on Zonar's income or Zonar's employment taxes) however designated or incurred in connection with the transactions under this agreement, and agrees to reimburse Zonar for any taxes paid on their behalf.

7. **SOFTWARE LICENSE/GRANT:** All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, if applicable, any 3rd Party Terms, Zonar grants to Customer during the Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Except for the limited license conveyed Customer under this Agreement, Zonar and its suppliers shall retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and all other proprietary rights embodied in the Zonar Offerings and 3rd Party Offerings, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for, any purposes prohibited by law. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the Zonar Offerings and/or 3rd Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Zonar, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer will not violate or contest Zonar's or its suppliers' proprietary rights related to any Zonar Offering and/or 3rd Party Offering. Additional terms may apply to 3rd Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such 3rd Party Offerings. Customer acknowledges use of a 3rd Party Offering requires acceptance of the 3rd Party Terms, which are not controlled by Zonar.

8. **LINKS TO THIRD PARTY TERMS FOR ZONAR TABLET APPS:** Zonar may make available certain third party applications, products, or services to its customers (collectively, "Third Party Apps"). Any purchase, installation or enablement of, subscription to, or use by Customer of Third Party Apps, as well as any exchange of data between Customer and any Third Party App provider, is solely between Customer and the applicable third party. Please note any Third Party App terms and conditions are controlled solely by the Third Party App Provider, furthermore, Zonar cannot negotiate and has no control over Third Party Apps or the providers thereof, and, unless otherwise provided in this Agreement or the relevant Sales Order, Zonar does not warrant or support, and has no responsibility for, Third Party Apps and/or any other non-Zonar products or services. It is Customer's responsibility to review and comply with all relevant terms governing the use of Third Party Apps, whether attached to this Agreement or otherwise made available by the Third Party App provider. Use of Third Party Apps may require the purchase of a Monthly Data Plan as further described in Section 22. Zonar may change the availability of these Third Party Apps at its sole discretion, and Zonar reserves the right to suspend or terminate the provision or use of any Third Party App (including the removal of any Third Party App from Zonar-sourced tablets) at any time without entitling Customer to any refund, credit or other compensation, other than the termination of ongoing billing for the terminated App.

Navigation App/ALK CoPilot Software. The most current version of the ALK EULA can be found at: http://copilotgps.com/en-us/copilot-eula

9. **TERMS OF USE/CUSTOMER OBLIGATIONS:** Customer shall be solely responsible for obtaining and maintaining Internet access to Zonar's web based applications through an Internet service provider and the hardware and software necessary to enable such a connection. Customer is responsible for ensuring that only authorized Customer personnel (noting that a competitor of Zonar can never be an authorized user) have access to Zonar's web based services and for the security of Customer's computer system and the connection to Zonar's systems. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning Zonar Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without Zonar's prior written consent.

10. **DATA RETENTION.** Customer acknowledges: **(1)** that unless it purchases additional Data Retention services, Zonar will have the right to purge all Data as follows: Subject to purge after 3 months, 6 months, or 12 months, as elected by Customer in the check boxes below. If no boxes are checked, Zonar will have the right to purge Inspection Data after 3 months and GPS Data after 6 months. **(2)** Regulations may mandate specific Data Retention requirements for Inspection Data and/or GPS Data, and it is Customer's sole responsibility to understand those requirements, and to export and archive its Data if the Data Retention period offered by Zonar is not sufficient. **(3)** Customer is solely responsible for printing data and inspection reports for vehicles involved in an accident. **(4)** Unless Zonar specifically agrees in writing otherwise, all Data other than Inspection/EVIR Data (including but not limited to I/O Data, ZAlert Data, Z PASS card scan Data, Diagnostic Data, Fault Code Data, and Message Data), can be purged by Zonar according to the Retention period selected for GPS Data. From time to time, Zonar may offer new types of Data services, and such new Data services may have different Data Retention periods, to be defined in a corresponding service specification for that offering. If no data retention period is defined, the retention period for GPS data will apply. **(5)** Zonar is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with Zonar, all Data submitted using Zonar's web based applications may be purged as provided herein. **(6)** Zonar Logs and Zonar Coach Data Retention is limited to 6 months, regardless of the check box selections made below.

Data Retention:

CSA - EVIR Data Retention –	Rolling Period: ☐ 3 Months ☒ 12 Months
GTC - GPS & Other Data Retention –	Rolling Period: ☐ 6 Months ☒ 12 Months

11. **INTELLECTUAL PROPERTY (IP):** Zonar retains all right, title and interest and all related IP rights in and to the Zonar Offerings and Zonar's Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by Zonar, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Zonar Offerings. Under no circumstances shall Customer sell or transfer any purchased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other IP embodied therein. Customer agrees that Zonar may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Zonar's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable.

12. **LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE:** Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTrak GPS units, EVIR 2010 handheld's, Zonar branded Tablets, Z PASS readers) is as follows: V4 and V3 Series HD GPS Product Line – 3 Years; EVIR and all Other Serialized Hardware, including third-party Hardware– 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Zonar

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with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed ineligible for Warranty coverage, Customer will be charged the price of a refurbished unit plus shipping and handling, and restocking fees. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1(877) THE-EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

13. WARRANTY LIMITATIONS: THE LIMITED WARRANTIES SET FORTH ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS AND ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. INSTALLED HARDWARE REQUIRES CONTINUAL ACCESS TO AN ON-VEHICLE POWER SOURCE, AND MAY REQUIRE CONNECTIVITY TO ONBOARD DIAGNOSTIC PORT(S), VEHICLE BUSES, AND/OR OTHER VEHICLE SENSORS, COMPUTING SYSTEMS, AND ANCILLARY COMPONENTS (COLLECTIVELY "COMPONENTS") TO PROVIDE THE SERVICES. FAILURE TO PROVIDE EXCLUSIVE ACCESS TO THESE COMPONENTS, USE OF A SPLITTER OR OTHER DEVICE THAT CONNECTS MULTIPLE DEVICES TO A SINGULAR COMPONENT, OR SIMULTANEOUS OPERATION OF THIRD PARTY HARDWARE OR SERVICES, MAY IMPACT PERFORMANCE OF THE HARDWARE, THE ACCURACY AND DELIVERY OF THE SERVICES, AS WELL AS THE PERFORMANCE OF THE VEHICLE AND THIRD PARTY DEVICES. ZONAR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HARDWARE INSTALLED AND/OR USED IN CONTRAVENTION OF THIS PARAGRAPH, AND ZONAR SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE HARDWARE, SERVICES, VEHICLE, OR ANY THIRD PARTY DEVICE.

14. LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. CONTROLLING TERMS: All Zonar Offerings licensed or purchased by Customer from Zonar during the term of this Agreement shall be subject to the terms and conditions of this Agreement. Terms related to Order submission, delivery, pricing, or payment shall be established between Customer and Zonar or the authorized reseller. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions.

16. OTHER LIMITATIONS: Zonar's licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third party beneficiary under agreements between Zonar and its licensors/suppliers. Customer acknowledges: (1) it is solely responsible for its use of Data, controlling its employees/authorized users access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services; (2) the accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf; and (3) Customer is solely responsible for instructing such individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by Zonar or its employees. Zonar shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

17. HOLD HARMLESS AND INJUNCTIVE RELIEF: To the extent allowed by law, Customer shall hold Zonar harmless from and against any claim, cost, or expense ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software, or other violations of the terms of this agreement, Zonar may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

18. CONFIDENTIALITY: To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such ("Confidential Information"), except that Zonar may disclose Customer's Confidential Information (where such data is collected from a Customer vehicle/asset) to (a) the manufacturer of Customer's vehicle; (b) the lessor or owner of the vehicle (where Customer has leased vehicle from a third party) or any maintenance provider/company identified by the Customer; (c) the provider of any Third Party App that Customer chooses to download, install, or use; and/or (d) any third party to whom the Customer authorizes access to such data via Zonar's API, for the purpose of providing Customer products or services including data analysis. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to Zonar's web based software or device firmware with any competitor of Zonar. The receiving Party's obligations under this Section shall extend for two (2) years following the disclosure of the Confidential Information.

19. ELECTRONIC SIGNATURES FOR ZONAR'S EVIR SYSTEM. Customer acknowledges that implementing a federally compliant electronic inspection system requires adherence to standards for electronic signatures. It is Customer's responsibility to understand and comply with those requirements. Zonar will provide recommendation for implementing a compliant electronic signature program upon request.

20. WIRELESS DATA POLICIES. Customer understands and agrees that (a) Customer has no contractual relationship with a wireless carrier and is not a third-party beneficiary of any agreement between Zonar and a wireless carrier, nor does the underlying wireless carrier have any legal, equitable or other liability to Customer. (b) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and any such Number can be changed. (c) Zonar and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. (d) The liability and obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities. (e) In no event shall Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer (and not provided by Zonar).

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ZONAR

21. MISCELLANEOUS: The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be interpreted under the laws of the State of Washington, and, in the event of any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof, the Parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals. By executing this Agreement, Customer authorizes Zonar and/or its affiliates to request and obtain credit reports and/or bank and trade references ("Credit Reports"). Customer may request, and Zonar will provide, information regarding any Credit Reports obtained pursuant to this section.

22. Z PASSTM SPECIFIC TERMS. Customer (or "District") acknowledges and agrees to the following: (a) The District will manage the disbursement of Z PASS RFID cards to their students. (b) Other than student name and RFID card number, the District will not upload any student personally identifiable information (PII), such as social security numbers, home addresses, parent names, or telephone numbers, into Zonar's Z PASS database. Such information is not required for the deployment or operation of Z PASS, and such information should reside in the District's Student Information System.

23. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING (Z PASS). If Customer is a public school district in the United States ("District") and has purchased the Z PASS Service, then District acknowledges and agrees to the following: (a) District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA"); (b) District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA; (c) District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar, including collecting FERPA Data regarding school bus usage data, school bus location data, and student ridership data, and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Z PASS Service"), and (d) Zonar's Privacy Policy is consistent with the District's own policies for protection of FERPA Data.

Zonar Systems, Inc. ("Zonar") acknowledges and agrees to the following: (a) Zonar is acting as a contractor to the District in performing the Function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor; (b) Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy. (c) Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients")) have access to that student's FERPA Data in Zonar's possession or control. (d) Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control. District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.

24. ADDITIONAL DATA COSTS: Enabling any of the following Services on a Zonar provided tablet (or a tablet or device that consumes data using a Zonar controlled SIM) requires the purchase of a Monthly Data Plan: ZDOCS or other document capture application, Web browsing, and/or any 3rd party app that transmits or consumes data. **Monthly Data Plans.** As of the Effective Date of this Agreement, Zonar offers the following Monthly Data Plans and fees: (1) $5/vehicle per month for 100MB; (2) $10/vehicle per month for 250MB; (3) $15/vehicle per month for 500MB; (4) $25/vehicle per month for 1GB (5)$45/vehicle per month for 2G. Overages to the selected Monthly Data Plan will be billed at $0.05 per MB. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods. Zonar reserves the right to modify or change these Monthly Data Plans and fees at its discretion, which changes will be reflected in a Quote and shall impact only Services subscribed to or renewed after the effective date of such changes. In the event of a discrepancy between these data fees and any fees stated on a Quote, the Quoted data fees will control.

READ AND AGREED

Zonar Version 24July2018

CUSTOMER

Signature: KENT JESTER Print Name: KENT JESTER Title: PRESIDENT LAWTON BOARD OF EDUCATION Date: 2-4-19

ZONAR

DocuSigned by:

Signature: 29A294A7FA66405... Print Name: Michael C. King Title: General Counsel Date: 1/25/2019 | 16:0

18200 Cascade Ave. S. Seattle, WA 98188-4728
Toll Free 1.877.843.3847 | **Phone** 206.878.2459 | **Fax** 206.878.3082

BOARD APPROVED
FEB 0 4 2019
LAWTON PUBLIC SCHOOLS

SAFE STOP

This Agreement (the "Agreement") is entered into this _____ day of _____ _____, by and between SafeStop, Inc., a Delaware Corporation ("SSI"), and _____, (the "Customer"), with respect to integration of SSI's mobile application for parents - "SafeStop™" – into Customer's school bus transportation services, pursuant to the terms herein.

SafeStop™ is a proprietary mobile application ("App") created and maintained by SSI for use by the Customer and parents who wish to keep accurate track of their children while being transported to and from the Customer's schools on its buses, and to allow the Customer to send out timely information to parents en masse as the need arises by way of a collaborative process with SSI.

As Customer wishes to integrate SafeStop™ into its location, notification and safety planning with respect to the transport of its students to and from their homes, for good and valuable mutual consideration as set forth herein and for other good and valuable consideration, the Parties hereto agree as follows:

TERM

Unless otherwise specified on the order form, sales quote, or Zonar Terms & License Agreement for Hardware Use Data Transmission, & Data Storage License Agreement ("Zonar License Agreement"), the Term of this Agreement shall run concurrent with the Zonar "Service Term", as that term is defined in Customer's Zonar License Agreement.

INITIAL INTEGRATION PROCESS

Information to be Provided by Customer:

Customer's transportation staff or transportation provider (if applicable) will provide SSI with fleet information such as amount of vehicles used, amount of routes, identification of tiered routes, and the amounts and identification of GPS equipped vehicles and those lacking GPS. Customer's transportation staff or transportation provider will further provide SSI with information concerning routing and GPS providers if applicable, and whether or not SSI's Application Programming Interface (API) access is available from Customer's routing vendor. Customer will provide SSI with any such other reasonably requested information necessary for SSI's implementation of SafeStop™ and for SSI's compliance with its obligations set forth herein.

Personalized Integration of SafeStop™ by SSI:

During the integration process, SSI will provide the following services:

a) Research and determine route change methodology if API access is not available from Customer's routing vendor;
b) Import Customer routes into SafeStop™ App software;
c) Provide Customer with a route sheet template containing school name, route number, stop names and latitudes & longitudes of stops;
d) Pull GPS data via API;
e) Assign individual bus identification information into the SafeStop™ App;
f) Set up Customer's dedicated page on SafeStop™App.com, which will act as the portal where parents may sign up for service, and which may be accessed via Sign Up on SafeStop™App.com or via a unique URL;
g) Work in conjunction with the Customer in establishing communications procedures in the event of technical issues with the App or routing discrepancies;
h) Training of Customer staff to operate bus swaps, handle route changes and adequately address any other issues that may affect the implementation and usage of SafeStop™;
i) Timely communication to parents and Customer school officials explaining the process of integration of SafeStop™;
j) Assistance to parents with sign up and use of the SafeStop™ App; and
k) Provide to the Customer a dedicated Support Leader to assist the Customer during the month leading up to the start of the first school year under this Agreement and for the duration of the Validation Period (defined below).

ADDITIONAL SERVICES PROVIDED

While this Agreement is in effect, SSI will be responsible for addressing and resolving any technical issues that may arise through a User's use of the App. During such time, transportation personnel will remain the primary contact for transportation questions and issues relating to 1) students changing routes and 2) adjusting stop locations at parents' request. Subject to the provisions set forth below in "Validation Period," a map with a bus location feature will be available on the first day of school.

VALIDATION PERIOD

As reliable data is essential to the proper performance of the SafeStop™ App, and because it is common during the first few weeks of school that route stops, times and rosters change frequently, the Parties hereto agree that there will be a reasonable Validation Period, but no less than 30 (thirty) days whereby SSI will work to integrate accurate and finalized routes. The length of such period shall be based, in part, on the Customer's ability to bring individual route consistency far enough along to turn on the functionality of estimated arrival time display. Estimated arrival times will be displayed only after this Validation Period is complete.

PARENT APP USE AND FEES

Parents will register on the SafeStopApp.com website to create a User account and gain access to the App. Download and use of the app will be at no expense to the parent or End User for the term of the Agreement.

PRIVACY

The Customer hereby consents to SSI collecting and using technical information such as the devices and related software used to assess the SafeStop™ App, hardware and peripherals, to improve SSI's product and services. SSI will also obtain such consent from each User. SSI agrees to keep confidential all information it gathers from Customer and individual Users in the process of implementing the SafeStop™ App and fulfilling its obligations herein, and will not sell personal information collected to third parties. Users of the SafeStop™ App shall also be subject to SSI's Privacy Policy and End User License Agreement.

SSI agrees that it shall comply with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and related regulations in 34 C.F.R. chapter 99, as to all personally identifiable information on students or parents and student records that come into its possession or control during the term(s) of this contract or following the end of this contract.

CONFIDENTIALITY

The Parties hereto agree that all terms and conditions of this Agreement are confidential and shall not be disclosed by either Party to a third party without the prior written consent of the non-disclosing Party, or as otherwise required by law or legal process. Customer further agrees that it will keep confidential all information provided to it by SSI in the course of SSI fulfilling its obligations herein, and shall not disclose any of the same to a third party without the prior written consent of SSI, or as otherwise required by federal or state laws or legal process.

OWNERSHIP/INTELLECTUAL PROPERTY

Customer acknowledges that all intellectual property rights in the SafeStop™ App, the content of the SafeStop™ App and the services of SSI anywhere in the world belong solely to SSI, that any rights to accessing the SafeStop™ App and/or SafeStop™App.com are licensed (not sold) to Customer and Users, and that the Customer has no rights in, or to, the SafeStop™ App or website other than the right to use them in accordance with the terms of this Agreement.

FORCE MAJEURE

The obligations of SSI herein shall be suspended if SSI is unable to perform any of its obligations by reason of strikes, lockouts, close-downs, boycotts, picketing, riots, civil commotion, sabotage, terrorists attacks, failure of public or private telecommunications

networks, acts of war, embargoes, prohibition imposed by any federal, state, or municipal authority, fires, accidents, floods, or Acts of God. SSI shall give prompt written notice to Customer of the reason for its failure or inability to perform and the extent and expected duration of its inability to perform. Upon cessation of such situation, SSI shall resume performance hereunder. However, in the event of such non-performance for any sixty (60) day period, or more, during the term hereof, SSI shall propose adjustments to the terms of this Agreement to address such non-performance. If said proposed adjustments are not acceptable to Customer, either party shall have the right to terminate this Agreement, with no further recourse other than the right to collect outstanding amounts owing, upon twenty (20) day's written notice to the other party. In the event that SSI's SafeStop app is out of service for more than (15) days in one calendar month at no fault to the Customer or its transportation provider, the Customer is not responsible for that month's usage fee.

WAIVER/MODIFICATION

No waiver, amendment or modification of any provision of this Agreement shall be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of both Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power, or remedy. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

GOVERNING LAW, SEVERABILITY AND LIMITATION ON DAMAGES

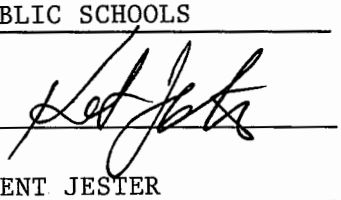
This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Washington, without regard to its conflict of laws provisions. Customer and SSI hereby submit to venue, and personal and subject matter jurisdiction in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington, and their respective appellate courts.

Customer agrees to be bound by the terms of SSI's privacy policy and End User License Agreement.

IN NO EVENT WILL EITHER PARTY HERETO, OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR REPRESENTATIVES BE LIABLE TO THE OTHER OR ANY PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ONE PARTY HAS NOTIFIED THE OTHER OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall continue in full force and effect.

WHEREFORE, the Parties hereto hereby confirm by their signature below that the foregoing sets forth their understanding and Agreement with respect to the subject matter hereof as of the date first written above.

SafeStop, Inc.	LAWTON PUBLIC SCHOOLS
Signature_____	Signature: 
Print: Patrick Gallagher	Print: KENT JESTER
Its: Director of Sales	Its: PRESIDENT, LAWTON BOARD OF EDUCATION

PORTABLES OR TRAILERS TO BE CONSIDERED FOR SURPLUS PROPERTY
AS OF JUNE 18, 2020

ADAMS	PR 46
	PR 50
ALMOR WEST	P 12
	PR 16
	PR 22
	PR 48
BROCKLAND	P 28
	P 83
CARRIAGE HILLS	T 75
	P 33
CROSBY PARK	T 79
EDISON	P 82
EISENHOWER ELEM	PR 43
LEARNING TREE	PR 6
HUGH BISH	PR 57
LINCOLN	T 84
SULL VILLAGE	T 62
	T 65
WASHINGTON	T 66
WOOD HILLS	PR 7
	T 80
MAINTENANCE	P 3
	P 13
	PR 8
	PR 10
	P 17
	P 19
	P 45
	P 47
	P 59

LAWTON PUBLIC SCHOOLS

MARK MATTINGLY
Executive Director
Student Services
mmattingly@lawtonps.org

June 16, 2020

Lawton Board of Education

Reference: Permission to Dispose of Equipment

To Whom It May Concern:

Request is being made to dispose of school furniture that is being replaced with school bond funds. The District Bond Furniture committee is proposing that all surplus furniture not moved to other LPS sites for use be advertised to community nonprofit organizations and neighboring private and public schools for their use. All remaining furniture will be picked up for disposal.

Student Desks	550
Student chairs	2,500
ClassroomTables	75 (estimate)

Respectfully,

Mark Mattingly

P.O. Box 1009 • 102 E Gore Blvd. • Lawton, OK 73502-1009
(580) 215-0255 ext. 2300 • Fax: (580) 250-1047

DATA CARD ID PRINTERS

AS OF JUNE 22, 2020

LOCATION	SERIAL NUMBER
EHS	C15187
LHS	C15186
MHS	C15174
MIDDLE SCHOOL	C15175
MIDDLE SCHOOL	C61952
MIDDLE SCHOOL	C61950
MIDDLE SCHOOL	C61951
GATEWAY	C61954
SHOEMAKER CENTER	C61953
SHOEMAKER CENTER	C61949

HUMAN RESOURCES
Certified Personnel
June 26, 2020

The following resignations are recommended:
*Denotes Retirement
**Resigned without having worked

NAME	ASSIGNMENT	END DATE
Albert, Staci	Teacher, Pioneer Park	05-22-2020
Barbee, Sarah	Teacher, Eisenhower	05-22-2020
Boggs, Chad	Interim Director, Transportation	05-29-2020
Booth, Ron	Assistant. Boys Basketball Coach, LHS	05-21-2020
Brown, Jana	Teacher, MMS	05-22-2020
Caldwell, Jim	Teacher, Freedom	05-22-2020
Chambers, Paula	Tutor, Cleveland	05-11-2020
Cook, Donna	Teacher, EMS	05-22-2020
Fourkiller, Jeri	Assistant Principal, CMS	05-29-2020
Johns, Andrea	Teacher, Freedom	05-22-2020
King, Alyssa	Teacher, LHS	05-22-2020
King, Karisa	EL Teacher, Cleveland	05-22-2020
Kirk, Marsha	Tutor, Washington	05-12-2020
Labat, Sara	Teacher, LHS	05-22-2020
Labat, Sara	Drill/Dance Team. LHS	05-22-2020
Leseney, Katherine	SPED Resource Teacher, Almor West	05-22-2020
Mizell, Roseanne	Career Tech STEM, MMS	05-22-2020
Neininger, Carla	Assistant Volleyball Coach, LHS	06-04-2020
Pereira, Halley	Teacher, Crosby Park	05-22-2020
Reagin, Shelly	Teacher, John Adams	05-22-2020
Rollins, Helen	Tutor, Lincoln	05-06-2020
Simon, Whitney	Teacher, Freedom	05-22-2020
Steele, Loren	Teacher, MHS	05-22-2020
Stewart, Sterling	Assistant Basketball Coach, EHS	05-26-2020
Sullivan, Joshua**	Teacher, MHS	05-22-2020
Sutton, Brittany	DI Reading Teacher, TMS	05-22-2020

The following employments are recommended for the 2020-2021 school year:
*Denotes currently working on obtaining Oklahoma Teaching Certificate

NAME	ASSIGNMENT	START DATE
Ackley, Lauren	Teacher, Freedom	08-18-2020
Adair, Kayla	Teacher, John Adams	08-18-2020
Anthony, Stacy	Teacher, Freedom	08-18-2020
Chestnut, Bethany*	Teacher, Freedom	08-18-2020
DeLeon, Ashley	Teacher, Ridgecrest	08-18-2020
Dunham, Jennifer	Teacher, Lincoln	08-18-2020
Gable, Cynthia	Speech Language Pathologist, SSC	08-18-2020
Hamilton, Jasmine	Teacher, Sullivan Village	08-18-2020
Hanna, Traci	Virtual Teacher, Gateway	08-18-2020
Harris, Melanie	Teacher, Pat Henry	08-18-2020
Hightower, Donald*	Teacher, Lincoln	08-18-2020

Hightower, Nichole	Teacher, LHS	08-18-2020
Hinkle, Myca*	Teacher, Ridgecrest	08-18-2020
Keith, Sara	Virtual Teacher, Gateway	08-18-2020
Langston, Tifani*	Teacher, MHS	08-18-2020
Lehr, Cole*	Teacher, LHS	08-18-2020
Loving, Karli*	Teacher, Eisenhower	08-18-2020
Lutmer, Michelle	Counselor, Edison	08-18-2020
Martinez, Jonathan	Teacher, Eisenhower	08-18-2020
McNeal, Brittany	Teacher, Whittier	08-18-2020
Miller, Steven	SPED Teacher, EMS	08-18-2020
Morris, Kristina	Teacher, Pat Henry	08-18-2020
Muniz, Edward*	Teacher, TMS	08-18-2020
Niccum, Brandon*	Teacher, EHS	08-18-2020
Niebruegge, Amber	Teacher, Crosby Park	08-18-2020
Ortner, Matt	Teacher, LHS	08-18-2020
Pearson, Kaitlyn	Teacher, Freedom	08-18-2020
Pruett, Teresa	Teacher, Lincoln	08-18-2020
Rivera, Riley*	Teacher, Lincoln	08-18-2020
Robinson, Kathryn*	Teacher, Freedom	08-18-2020
Salyer, Haleigh*	Teacher, Freedom	08-18-2020
Sinning, Ashley*	Teacher, Pat Henry	08-18-2020
Smith, Carson*	Teacher, LHS	08-18-2020
Stevens, Kaitlyn	Teacher, Ridgecrest	08-18-2020
Talmadge, Bailey	Teacher, EMS	08-18-2020
Van Noy, Cassandra	Virtual Teacher, Gateway	08-18-2020
Walbrick, Kyle	Career Tech Teacher, MMS	08-18-2020
Walton, Arvella	SPED Resource Teacher, Almor West	08-18-2020
West, Moriah*	Teacher, Ridgecrest	08-18-2020
Wilke, Amber*	Teacher, LHS	08-18-2020
Williams, Fiona	Teacher, Freedom	08-18-2020
Wyatt, Bryan	Virtual Teacher, Gateway	08-18-2020

The following employments are recommended for duration of need:

NAME	ASSIGNMENT	START DATE
Green, Shawn	Counselor Clean Up, EHS	06-08-2020
Hoffman, Jennifer	Counselor Clean Up, MHS	06-08-2020
Koons, Robert	Football Coordinator, LHS	08-18-2020
Langston, Tifani	Assistant Volleyball Coach, MHS	08-18-2020
Leonard, Samatha	Head Volleyball Coach, CMS	08-18-2020
Mahan, Brittani	Counselor Clean Up, LHS	06-08-2020
Montgomery, Kylee	Drill Team Sponsor, LHS	08-18-2020
Smith, Carson	Assistant Track Coach, LHS	08-18-2020
Smith, Carson	Assistant Football Coach, LHS	08-18-2020
Svec, Charessa	Head Track Girl Coach, CMS	08-18-2020

The following changes are recommended for the 2020-2021 school year:

NAME	ASSIGNMENT	START DATE
Barry, Denise	From: SPED Teacher, MMS	
	To: ELA/History Teacher, MMS	08-18-2020

Boggs, Chad	From: Interim Director, Transportation	
	To: Attendance Officer, Transportation	07-30-2020
Bond, Tonya	From: EL Facilitator	
	To: Federal Program Specialist	07-01-2020
Crow, Hailey	From: Assistant. Principal, Freedom	
	To: Principal, Whittier	07-28-2020
Green, Aubrey	From: Bus Supervisor	
	To: Visiting Counselor	08-18-2020
Hicks, Kerri	From: Kindergarten Teacher, Freedom	
	To: Music Teacher, Freedom	08-18-2020
Holt, Ellis	From: Teacher, MHS	
	To: Half Day Teacher, MHS	08-18-2020
Hunt, Jay	From: Transportation Supervisor	
	To: Director of Transportation	07-01-2020
Jones, Jerrold	From: Principal, B.R.I.D.G.E Academy	
	To: Principal, CMS	07-28-2020
Newell, Lori	From: Title 1 PD/PI Facilitator	
	To: Federal Program Specialist	07-01-2020
Poitier, LaShon	From: Teacher, Pat Henry	
	To: Teacher, Pioneer Park	08-18-2020
Seymour, Donna	From: Title 1 PD/PI Facilitator	
	To: Federal Program Specialist	07-01-2020
Wallace, Nancy	From: Teacher, Pioneer Park	
	To: Teacher, MMS	08-18-2020
Wilson, Jeanie	From: Teacher, Lincoln	
	To: Teacher, Pat Henry	08-18-2020

The following employees have rescinded their resignations for the 2020-2021 school year:

NAME	ASSIGNMENT	START DATE
Collins, Morris	Teacher, Carriage Hills	08-18-2020
Hicks, Kerri	Teacher, Freedom	08-18-2020

HUMAN RESOURCES
Support Personnel
June 25, 2020

The following resignations are recommended:

*Denotes Retirement

NAME	ASSIGNMENT	STOP DATE
Acosta, Doris*	Special Ed Class Assistant, Edison	05-22-2020
Blowe, Lisa	Personal Care Assistant, Pat Henry	05-21-2020
Burris, Vanessa*	12 Month Secretary, Student Services	06-30-2020
Castro, Lourdes	Custodian, Freedom	06-15-2020
Clark, Tamarra,	Assistant Volleyball Coach, LHS	06-03-2020
Jung, Laura	Summer Feeding Assistant, CMS	06-05-2020
Lane, Bryce	Landscape Worker, Grounds	05-04-2020
McLeod, Michael	Maintenance Engineer, Warehouse	06-16-2020
Powers, Gabrielle	Personal Care Assistant, Pat Henry	05-21-2020
Sinning, Ashley	12 Month Secretary, Shoemaker	07-10-2020
Winfry, Tanasha	Summer Feeding Manager, CMS	06-01-2020
Zakose, Amanda	Girls Head Basketball Coach, LHS	05-14-2020

The following employee is deceased:

NAME	ASSIGNMENT	START DATE
England, Craig	Custodian, Hugh Bish	06-05-2020

The following employment is recommended:

NAME	ASSIGNMENT	START DATE
Crawford, Chris	Assistant Boys Basketball, MMS	08-21-2020
Graham, Marqual	Landscape Worker, Grounds	06-04-2020
Mackiewciz, Nicholas	Custodian, Whittier	06-01-2020
Redd, Albert III	Custodian, MMS	06-11-2020
Travis, Jeremy	Night Custodian, EHS	06-22-2020

The following changes are recommended:

NAME	ASSIGNMENT	START DATE
Brantley, Jaime	From: Night Supervisor Custodian, TMS To: 1st Assistant Custodian, TMS	06-08-2020
Hill, Patti	From: 12 Month Secretary, MHS To: 12 Month Secretary, Student Services	07-01-2020
Krawczynski, Lise	From: 12 Month Clerical Assistant, Douglass To: 12 Month Clerical Assistant, Gateway	07-01-2020
Love, Jamal	From: Night Custodian, EHS To: 1st Assistant Custodian, EHS	06-22-2020

The following employee is not returning from Leave of Absence:

Dillard, Bobby	Electrician Supervisor, Warehouse	06-05-2020

Lawton Public Schools
Lawton, Oklahoma

Office of the Superintendent

June 25, 2020

The following individuals are recommended to serve in board-appointed positions for the 2020-2021 school year:

Kevin Hime	**–**	**Designated Impact Aid Officer**
Lance Gibbs	**–**	**Treasurer**
Barbara Logan	**–**	**Assistant Treasurer**
Nancy McQuaide	**–**	**Activity Fund Custodian**
Kathy Bentley	**–**	**Assistant Activity Fund Custodian**
Kathy Bentley	**–**	**Clerk of the Board**
Nancy McQuaide	**–**	**Deputy Clerk**
Sheila Relf	**–**	**Encumbrance Clerk**
LaQuinta Chambers	**–**	**Assistant Encumbrance Clerk**
Denise Duffy	**–**	**Minutes Clerk**
Lynn Cordes	**–**	**Assistant Minutes Clerk**

Lance Gibbs	**–**	**Authorized Representative to sign all local, state, and federal program/grant applications, reimbursements and/or reporting documents for the 2020-2021 fiscal year**