Hennessey Board of Education
Regular Business Meeting
Agenda
Monday, July 13, 2026 7:00 PM
Seminar Room, Auditorium
213 N Walnut
Hennessey, Oklahoma 73742

1. Call to Order
   1.1. Roll Call and Declaration of Quorum
   1.2. Welcome of Visitors
2. Public Comments
   2.1. Comments regarding agenda items (please sign speaker list prior to start of meeting)
   2.2. Other comments - Speaker should contact the Supt. or Board President 48 hours (2 working days) prior to the meeting to be placed on the agenda
3. Consent Agenda
   3.1. Minutes of June 8, 2026 regular board meeting.
   3.2. Summary of Financial Activities and Activity Fund Summary of Accounts as of June 30, 2026.
   3.3. Purchase Orders, Change Orders and Corresponding Warrants for 2025-2026
   3.4. Purchase Orders, Change Orders and Corresponding Warrants for 2026-2027 school year.
   3.5. District Capacity Report for 2026-2027 school year.
   3.6. Calculation of the 2026-2027 school year based on total hours rather than on the number of days (1,086 hours of instruction, 30 hours of professional development, and 12 hours of parent/teacher conferences included in instruction).
   3.7. Agreement with the town of Hennessey to provide a school resource officer for the 2026-2027 school year.
   3.8. Agreement with Kent Weems for the 2025-2026 school year to provide E-Rate Consulting for the funding year 2027-2028.
   3.9. Resolution for lease renewal #10767300 with Farmers & Merchants Bank, Crescent, Oklahoma in the amount of $2,515,000.00 dated June 27, 2018.
   3.10. Agreement Renewal with ParentSquare for website services and notification system for the 2026-2027 school year
   3.11. Contract with Stacy Cline, LPC, to provide counseling services for Hennessey Public Schools for the 2026-2027 school year.
   3.12. School Portrait Agreement with Focused for the 2026-2027 school year.
4. Regular Business
   4.1. Discussion and possible board action regarding ticket pricing for school events.
   4.2. Discussion and possible board action to approve Ideal Impact Lease Purchase Agreement.
   4.3. Discussion and possible board action to approve Ideal Impact Services Agreement
5. New Business

6. Superintendent's Reports
   6.1. Facilities
   6.2. Resignations
7. Personnel
   7.1. Proposed executive session to discuss Extra Duty assignment for the 2026-2027 school year pursuant to 25 O.S. Section 307(B)(1).
      1. Vote to enter executive session
      2. Acknowledge executive session
      3. President's statement of executive session minutes
   7.2. Discussion and possible board action regarding extra-duty assignments for the 2026-2027 school year.
   7.3. Discussion and possible board action regarding approval of the following adjunct teachers for the 2026-2027 school year:
   Tanner Black - Physical Education/Health
   Kimberlie Fehring-Gritz - Chemistry
   Jennifer Richardson - Family and Consumer Sciences
   Jeneva Burgess-Nelson - Physical Education/Health
   Dallas Hunt - Computer Science and Physical Education/ Health
   Steven Brisco - Intermediate Mathematics
   Amy Shelite - English (Grades 5-12) and Intermediate Mathematics
   7.4. Discussion and possible board action regarding an extra duty stipend of $750.00 for Carol Keeton for coordinating the student internship program for the 2026-2027 school year.
   7.5. Discussion and possible board action to hire long-term substitute for Elementary Special Education classroom.
8. Adjourn

Posted on the south window of the Eagle Event Center located at 605 E Oklahoma Avenue, Hennessey, OK on Thursday, July 9, 2026 at 12:30 p.m. by _____, Superintendent.

SERVICES CONTRACT

THIS SERVICES CONTRACT (the "CONTRACT") is made and entered into as of the date first executed (the "Effective Date") by and between Ideal Impact, Inc. ("IDEAL IMPACT"), a Texas Corporation, and Independent School District No. 16 of Kingfisher County, Oklahoma, a/k/a Hennessey Public Schools ("CLIENT").

RECITALS

WHEREAS, IDEAL IMPACT provided an energy audit and proposal for Energy Optimization using its patented energy optimization software, IDEAL IMPACT CAMPUS OPTIMIZER (Patent No. 11,137,730) and associated consultant services;

WHEREAS, the CLIENT has determined that no other like items are available for purchase that would serve the same purpose or function for the District, as the patented software program offered, which uses a patented algorithm to facilitate optimization of energy use in every room of every building using the software, based on actual historic use data, the District's actual rate structure, the unique climate of the area demand reduction and ramp times individualized for the building and rooms within them to create long-term energy savings;

WHEREAS, there is only one price for the product, the software is currently exclusively distributed by IDEAL IMPACT and is not available "off-the-shelf" from retailers;

WHEREAS, the parties hereto desire to enter into a CONTRACT whereby IDEAL IMPACT will provide the following: remotely accessible smart controllers at 115 designated locations throughout the District, district-wide installation of and all required license(s) for the IDEAL IMPACT CAMPUS OPTIMIZER Software, Patent No. 11,137,730, and all energy-related consulting and conservation services to CLIENT for the Facilities described herein, located at 605 E. Oklahoma Street, Hennessey, OK 73742 (the "Facility").

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

SECTION 1. SERVICES OF IDEAL IMPACT

1.1 Services. The purpose of this CONTRACT is to save money currently being spent on energy so it can be moved to other needs of the CLIENT. IDEAL IMPACT shall provide certain equipment and perform a number of services to realize these savings. There will be two primary phases: the Application Phase (the first nine months of the CONTRACT) and the Coaching Phase (until the total project fee is paid).

1.1.1 The Application Phase I. During Phase I of the Application Phase, IDEAL IMPACT shall provide the following equipment and services based on IDEAL IMPACT's analysis of the CLIENT's particular situation (collectively, "Services"):

(i) Install Pelican remotely accessible controllers for 115 air handling units, modify controls background coding to optimize energy savings;

(ii) Install Pelican building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction, and ramp times;

(iii) Complete ENERGY OPTIMIZATION for all 157 pieces of HVAC equipment and improved optimization settings of existing controllers;

(iv) Implement IDEAL IMPACT CAMPUS OPTIMIZER ***(Patent No. 11,137,730)*** for 157 pieces of HVAC equipment, associated buildings, rooms, and zones, to optimize energy consumption, demand reduction, humidity reduction, and ramp times;

(v) Improve weatherization for all buildings included;

(vi) All new hardware becomes the property of the CLIENT upon payment of the total Project Fee;

(vii) Previously installed controls removed by IDEAL IMPACT, if any, become the property of IDEAL IMPACT. CONTRACT price was reduced using market value of the previously installed controls. CLIENT is responsible for drywall repair and other repairs related to access points.

All equipment and tangible property referenced above (the "Property") is and shall at all times be, and remain, personal property, and will not be considered a fixture to any real property.

1.1.2 The Application Phase II. During Phase II of the Application Phase, IDEAL IMPACT shall also perform a unique combination of some or all of the following services based on IDEAL IMPACT's analysis of the CLIENT's particular situation, all as deemed necessary by IDEAL IMPACT (collectively, "Services"):

(i) Tune the controls and processes of the facilities;

(ii) Help with operations of the building automation system (BAS) and/or controls for the first three months of the Application phase;

(iii) Rewrite programming for Pelican and Alerton building automation system (BAS) to optimize the energy consumption, demand reduction, humidity reduction, and ramp times;

(iv) Monitor trend logs and temperature data recorders in the Facility to plan strategies on energy optimization;

(v) Make recommendations to CLIENT about possible alternate energy savings techniques at the Facility to decrease energy cost;

(vi) Develop a customized written energy plan to include: (a) projected annual savings as set forth in Section 2.1; (b) tune settings of the Facility; (c) how to update and change settings to meet the basic need of the CLIENT; (d) how to update and change the settings to match basic changes in energy rates; (e) education plans for energy stewards; (f) education plans for occupants of the Facility; (g) coaching designated individuals during the Term of this CONTRACT on the implementation of the plans prepared; (h)

motivate on energy plan for occupants of the Facility; and (i) education on key energy rate decisions, terms and structures;

(vii) Provide support for the energy plan to include: (a) introducing the energy plan to CLIENT; (b) training on implementation of the energy plan; (c) ongoing coaching on the energy plan during the Term of this CONTRACT; (d) updating the energy plan through the Term of this CONTRACT; (e) tracking and reporting of results of the energy plan; (f) assist with energy rate structures; (g) advise with maintenance contracts related to the energy plan; (h) advise on improvements to the Facility related to the energy plan.

1.1.3 The Coaching Phase. The Coaching Phase shall include:

(i) Ongoing training of the CLIENT on energy savings, equipment and strategies at the Facility;
(ii) Tracking of savings;
(iii) Periodic auditing to ensure that the strategies are being successfully implemented;
(iv) Advising CLIENT on possible other improvements;
(v) Advising CLIENT on electrical contract negotiation;
(vi) Being CLIENT's advocate with new additions being built;
(vii) Aiding in motivating for energy savings;
(viii) If CLIENT elects to continue coaching or Simple Comfort Connect after the end of the CONTRACT there will be a quarterly charge.

1.1.4 Buildings. Buildings included:

Building Name	Sq. Ft.	Electric Meter #	REP Account #	Gas Meter #
Middle School, Wrestling	34,950	14639877A	482526-1	1201611391
Early Childhood Center (Gas)	57,949	12697132A	482533-7	0214B21471
Elementary School (Gas)				1201611391
Auditorium	16,584	14639901A	2490607-5	1201611391
High School Library	8,898	56441230G	129110448-5	-
High School Main	54,435	54948401G	482513-9	1201442395T
The Dome	34,444	82564244G	131638643-0	0219A27461

1.2 Facility and BAS Access. CLIENT shall provide IDEAL IMPACT BAS installer password and any other tools and access needed to remotely reprogram the BAS within seven days of execution of this CONTRACT. CLIENT shall not remove this access for the term of this CONTRACT. Any work that CLIENT requests to be done by their controls contractor shall be paid for by CLIENT. CLIENT shall permit reasonable access to the Facility during normal business hours as may be deemed necessary by IDEAL IMPACT for the proper operation and performance of IDEAL IMPACT's Services.

1.3 Adjustments and Savings.

(a) Adjustments. Energy bills shall be adjusted by IDEAL IMPACT as needed for changes in read dates, any additional Facility space, and substantial changes in occupancy or substantial increases

in equipment using energy standard equations for excess energy consumed. Adjustments shall also be based on weather differences from the baseline year as determined from weather data for the area issued by the National Weather Service. Miscellaneous discretionary billings and/or refunds from the energy provider will be excluded from the analysis.

(b) Energy Savings. "Energy Savings" shall mean and be calculated as follows. The baseline year is the 12 months prior to the signing of this CONTRACT. Savings for each month will be calculated on the basis of the units saved (kWh, billed KW, actual KW and MCF) times the current monthly cost of each to the CLIENT. If a power factor charge is added to the electric billing that was not in the baseline it will not be considered in the calculation of savings. The savings will start with the first full meter read period for each of gas and electric after the execution of this CONTRACT. CLIENT shall share access to CLIENT's retail energy provider online account(s) with IDEAL IMPACT beginning 15 days after execution and throughout the Application and Coaching phases.

1.4 CLIENT's Designated Representative. CLIENT shall designate a representative to act on behalf of CLIENT with respect to this CONTRACT ("Client Representative"). The initial Client Representative is Mr. Jason Sternberger. CLIENT may change its Client Representative by giving written notice to IDEAL IMPACT. CLIENT confirms that the Client Representative is authorized to make all necessary decisions and give all notices and approvals required or permitted by CLIENT under this CONTRACT.

SECTION 2. SAVINGS

2.1 Projection. IDEAL IMPACT is projecting $49,491 in annual energy savings and is recommending CLIENT set a savings goal of 33% per year or $56,317. This would result in a 15 year savings of $1,143,652. All savings are projected, but not guaranteed.

2.2 Quarterly Invoice. If any quarterly required payment under this CONTRACT exceeds the savings as calculated under Section 1.3 herein, IDEAL IMPACT will send CLIENT a check for the difference within thirty (30) days of the quarterly invoice date.

SECTION 3. COMPENSATION AND PAYMENT SCHEDULE

3.1 Compensation. Subject to the provisions of Section 3.4 herein, CLIENT shall pay IDEAL IMPACT a total project fee of $271,551 (the "Project Fee") in accordance with the terms and conditions set forth in the IDEAL IMPACT Lease-Purchase Agreement of even date herewith (the "Lease"). As long as the Project Fee and any amounts paid to CLIENT under Section 2.2 herein (the "Quarterly Recovery Payments") are outstanding, CLIENT shall continue making Payments in the same manner calculated under the Lease directly to IDEAL IMPACT until such time as IDEAL IMPACT is made whole. Upon CLIENT's satisfaction of all required Payments under the Lease and this CONTRACT, this CONTRACT shall terminate, provided, however, if CLIENT exercises its prepayment option, the Coaching Phase will continue as provided in Section 3.4.

3.2 Utility Rebates. IDEAL IMPACT will apply for appropriate utility rebates for this project. All rebates received will be split with 20% going to IDEAL IMPACT and 80% being attributed to the Project Fee as set forth in the Lease or to the CLIENT if the Project Fee has been paid. This will accelerate CLIENT achieving the project payback more quickly, which will enable all of the savings to go to CLIENT more quickly.

3.3 Payment Schedule. During the term of this CONTRACT, CLIENT will, within three (3) days of CLIENT's receipt of its energy bills from CLIENT's energy providers, electronically scan and email each bill to IDEAL IMPACT. IDEAL IMPACT will perform any necessary adjustments as per Section 1.3 herein and at the end of each quarter send an invoice for the preceding quarter to CLIENT which will be calculated as set forth on Exhibit B of the Lease. CLIENT shall pay each quarterly invoice in accordance with the terms of the Lease. CLIENT is responsible for paying its own energy bills. Invoices will be tracked and totaled monthly, but invoiced quarterly.

3.4 Lump Sum Payment Option. CLIENT may pay off the Lease with a single lump sum payment on or before November 13, 2026, with no penalty, for $232,013. If CLIENT elects to make this lump sum payment, the Coaching Phase will continue for five (5) years after the Application Phase.

3.5 Late Payments. Late payments by CLIENT shall be subject to an interest charge as set forth in the Lease.

SECTION 4. EVENTS OF DEFAULT

4.1 Events of Default by CLIENT. Each of the following events or conditions shall constitute an "Event of Default" by CLIENT:

(i) any failure by CLIENT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to CLIENT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of CLIENT; and (b) if such cure cannot be effected in thirty (30) calendar days, CLIENT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days, CLIENT's written agreement of a completion date, and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by CLIENT in this CONTRACT which was false or misleading in any material respect when made; or

(iii) any default under the Lease.

4.2 Events of Default by IDEAL IMPACT. Each of the following events or conditions shall constitute an "Event of Default" by IDEAL IMPACT:

(i) any failure by IDEAL IMPACT to perform or comply with the terms and conditions of this CONTRACT, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to IDEAL IMPACT demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of IDEAL IMPACT, and (b) if such cure cannot be effected in thirty (30) calendar days, IDEAL IMPACT shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; such cure times will extend the partnership of this CONTRACT, or

(ii) any representation or warranty furnished by IDEAL IMPACT in this CONTRACT which was false or misleading in any material respect when made; or

(iii) any lien or encumbrance is placed upon the Property by any Subcontractor, laborer, or supplier of IDEAL IMPACT, which is not timely removed by IDEAL IMPACT; provided that IDEAL IMPACT has been duly paid for the Services and such lien or encumbrance is not the result of any act or failure to act of CLIENT.

SECTION 5. REMEDIES UPON DEFAULT

5.1 Remedies upon Default by CLIENT. If an Event of Default by CLIENT occurs, IDEAL IMPACT will be entitled to obtain any available legal or equitable remedies through dispute resolution proceedings instituted pursuant to Section 7 below including, without limitation, recovering amounts due and unpaid by CLIENT, and/or; damages which shall include IDEAL IMPACT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including interest, on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies. Provided, however, under no circumstances shall CLIENT be liable for any damages in excess of the amount appropriated for its previous and current fiscal years less all amounts previously paid.

5.2. Remedies Upon Default by IDEAL IMPACT. If an Event of Default by IDEAL IMPACT occurs, CLIENT shall be entitled to obtain any available legal or equitable remedies through dispute resolution proceedings instituted pursuant to Section 7 below, including, without limitation, recovering amounts due and unpaid by IDEAL IMPACT and/or damages, which shall include CLIENT's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due and all costs and expenses reasonably incurred in exercising the foregoing remedies.

SECTION 6. INSURANCE FOR PROJECT

6.1 Insurance. IDEAL IMPACT 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 IDEAL IMPACT's operation under the CONTRACT, whether such operations be by IDEAL IMPACT 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 below or required by law, whichever coverage is greater. Certificates of such insurance shall be filed with the CLIENT prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to CLIENT.

6.2 IDEAL IMPACT will maintain the following insurance policies at all times during the term of this CONTRACT:

(i) Workers' Compensation with statutory WC limitations and Employers Liability of $1,000,000, with a Waiver of Subrogation Endorsement in favor of the CLIENT;

(ii) Comprehensive General Liability with $1,000,000 per occurrence and a $2,000,000 aggregate and a $2,000,000 aggregate on Products Completed

Operations. The CLIENT must be named an Additional Insured by appropriate endorsement and there must be a Waiver of Subrogation Endorsement in favor of the CLIENT;

(iii) Business Automobile Liability, including owned, non-owned, hired or any other vehicles, of $1,000,000 for bodily injury (per accident);

(iv) All insurance carriers used by IDEAL IMPACT related to this CONTRACT will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

6.3 CLIENT shall cover any installed Property under CLIENT's own policy or policies.

SECTION 7. DISPUTE RESOLUTION

7.1 Dispute Resolution; Exclusive Venue and Jurisdiction. In the event of any dispute arising out of or relating to this CONTRACT, the parties agree to exclusively use the following process in the following order for such dispute: (a) informally discuss and attempt to resolve the dispute before proceeding with any further action; (b) in the event this is not successful, the parties agree to cooperatively arrange and participate in non-binding mediation. (c) in the event informal resolution and mediation is not successful to resolve the dispute to the satisfaction of both parties, either party will then have the right to pursue litigation.

7.2 The exclusive venue of any action, suit or proceeding arising out of or relating to this CONTRACT or any rights or obligations under this CONTRACT shall lie solely in the courts of the State of Oklahoma or the United States of America located in the county where CLIENT's main business operations occur. The expense of any mediation shall be borne equally by CLIENT and IDEAL IMPACT and shall be held in the county where CLIENT's main business operations occur.

7.3 In the case of any dispute between this CONTRACT and the Lease the terms of the Lease shall prevail.

SECTION 8. HAZARDOUS MATERIALS

8.1 IDEAL IMPACT's Responsibilities With Respect to Hazardous Materials. The scope of Work to be performed by IDEAL IMPACT pursuant to this CONTRACT and the compensation to be paid to IDEAL IMPACT hereunder for the Work expressly excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Facility. The CLIENT agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Facility or brought into the Facility by a party other than IDEAL IMPACT or its Subcontractors are not IDEAL IMPACT's responsibility. IDEAL IMPACT shall be responsible for any Hazardous Materials, Mold, or other materials that it or its Subcontractor(s) may bring to the Facility. Should IDEAL IMPACT become aware, discover, or based on reasonable evidence suspect the presence of Hazardous Materials or Mold, IDEAL IMPACT will immediately cease work in the affected area, and will promptly notify the CLIENT of the conditions discovered. Should IDEAL IMPACT stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the CONTRACT Time will, should the CLIENT elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. IDEAL IMPACT will not be held responsible for any claims, damages, costs, or

expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold unless brought onto the Facility by IDEAL IMPACT or its Subcontractors. Notwithstanding anything in this CONTRACT to the contrary, any such event of discovery or remediation by CLIENT shall not constitute a default by CLIENT.

8.2 CLIENT's Representations and Responsibilities With Respect to Hazardous Materials. The CLIENT warrants and represents that to the best of the CLIENT's knowledge, other than as disclosed to IDEAL IMPACT in writing, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by IDEAL IMPACT pursuant to this CONTRACT. The CLIENT further represents that the CLIENT has not retained IDEAL IMPACT to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold. The CLIENT will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials or Mold not addressed by IDEAL IMPACT under this CONTRACT. In the event hazardous materials are discovered by IDEAL IMPACT, IDEAL IMPACT shall have an affirmative duty to immediately report to the CLIENT the existence of such materials. The CLIENT specifically agrees, to the extent allowed by state law, to indemnify and to hold IDEAL IMPACT, 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 its release of Hazardous Materials or Mold from the Facility into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act, unless such release of Hazardous Materials or Mold into the air, soil, or any water system or water course is caused by or due to the negligence of IDEAL IMPACT.

SECTION 9. OWNERSHIP OF DESIGN MATERIALS

9.1 Copies of Deliverables. The Deliverables are and shall remain the exclusive property of IDEAL IMPACT. IDEAL IMPACT shall use its best efforts to ensure all copies of the Deliverables are delivered or returned to the CLIENT or suitably accounted for upon the CLIENT's request or upon final payment, whichever is earlier. IDEAL IMPACT may retain one copy of the Deliverables for its records, but shall not use such copies for any purpose other than with respect to the CONTRACT Services without the CLIENT's prior written consent. The Intellectual Property Rights, if any, relating to the Design Materials or the contents of or concepts embodied in the Design Materials shall remain with and belong to IDEAL IMPACT or its Subcontractors, as the case may be.

9.2 Delivery of Deliverables and As-built Drawings. Upon the date of termination of this CONTRACT, IDEAL IMPACT shall deliver to the CLIENT any Deliverables that have not been previously submitted to the CLIENT for that Energy Conservation Measure. Upon the date of Final Acceptance of the entire Project, IDEAL IMPACT may provide as-built drawings in an electronic format compatible with the AutoCAD or other similar system in use by the CLIENT.

SECTION 10. GENERAL PROVISIONS

10.1 Warranty. IDEAL IMPACT warrants that the Services will be free of defects in materials and workmanship for one year, starting the date the Property is installed at CLIENT's Facility.

10.2 Governing Law. This CONTRACT shall be governed by, enforced under and construed in accordance with the laws of the State of Oklahoma, without regard to the conflicts of laws principles of any jurisdiction.

10.3 Attorney's Fees and Cost. In the event that either party hereto shall properly institute formal legal action as described in Section 7 above, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief which may be granted.

10.4 Waiver. The waiver by either party to this CONTRACT of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this CONTRACT.

10.5 Integration. This CONTRACT and the Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any oral or written proposals, statements, discussions, or negotiations made prior to the CONTRACT. This CONTRACT may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by an authorized representative of both parties.

10.6 Assignment. The performance of this CONTRACT may not be assigned or transferred by either party without the prior written consent of the other. However, IDEAL IMPACT may pledge or assign its rights under the Lease and CLIENT hereby consents to such pledge or assignment and will execute any all documents reasonably required by IDEAL IMPACT's assignee to evidence same.

10.7 Notices. All notices required to be given hereunder shall be in writing and shall be deemed delivered if (i) personally delivered, (ii) dispatched by certified or registered mail, return receipt requested, postage prepaid, or (iii) sent via a nationally-recognized overnight carrier, addressed to the parties as follows:

IDEAL IMPACT:
Ideal Impact, Inc.
1245 S. Main Street, Suite 140
Grapevine, TX 76051
ATTN: Wes McDaniel

CLIENT:
Hennessey Public Schools
605 E. Oklahoma Street
Hennessey, OK 73742
ATTN: Mr. Jason Sternberger

10.8 Concealed Conditions. IDEAL IMPACT shall immediately notify CLIENT if it encounters concealed conditions at the Facility prior to significantly disturbing the same. If such concealed conditions cause an increase in IDEAL IMPACT's cost of, or time required for, performance of any part of the Work IDEAL IMPACT and CLIENT shall agree, by written Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the CONTRACT Sum.

10.9 Cooperation. Each Party will cooperate with and assist the other Party, its advisors, consultants, attorneys, employees, agents, and representatives, at all times during the CONTRACT Time so as to complete the CONTRACT Services in an efficient, timely, and economical manner.

10.10 Employee Background Check. IDEAL IMPACT hereby certifies to CLIENT that IDEAL IMPACT has caused an investigation into the criminal background of each employee assigned to provide Services at CLIENT's Facility. On the basis of this investigation, IDEAL IMPACT represents and warrants to the CLIENT that no employee providing Services at CLIENT's Facility during normal school hours has been convicted in this state, the United States, or another state of (i) any sex offense subject to the Oklahoma Sex Offenders Registration Act or the Federal Sex Offender Registration and

Notification Act, or (ii) the Oklahoma Mary Rippy Violent Crime Offenders Registration Act or similar laws of another state or (iii) any unpardoned felony offense within the last 10 years.

10.11 Equal Opportunity Employment. IDEAL IMPACT and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex or national origin.

10.12 Counterparts. This CONTRACT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one CONTRACT. To evidence the fact that it has executed this CONTRACT, a party may send a copy of its executed counterpart to the other party by electronic transmission (including, without limitation, via email or facsimile) and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this _____ day of _____, 20_____.

IDEAL IMPACT:

IDEAL IMPACT, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

INDEPENDENT SCHOOL DISTRICT NO. 16 OF KINGFISHER COUNTY, OKLAHOMA, A/K/A HENNESSEY PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____