

BOARD AGENDA

Special Board Meeting

MIDWEST CITY - DEL CITY PUBLIC SCHOOLS

Wednesday, June 28, 2023, at 1:00 PM

Mid-Del Board of Education, Board Room

7217 S.E. 15th St.

Midwest City, Oklahoma 73110

Following is a list of the business to be conducted by the Board of Education at the above mentioned meeting. The Board of Education may discuss, make motions and vote upon all matters appearing on this Agenda. Such votes may be to adopt, reject, table, reaffirm, rescind, or take no action on any Agenda matter.

- I. Opening Exercises:
 - A. Call to Order and roll-call recording of members present and absent
 - B. Moment of Silence
 - C. Flag Salute

- II. Consent Agenda

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

 - A. Approval of the agenda

B. Vote to approve the following items:

1. Vote to approve Blanket Position Salary Reserves FY 2022-2023.
2. Encumbrance List for FY2022-2023
3. Encumbrance List for FY2023-2024

C. Vote to approve the following renewal or continuing contracts/agreements for FY2023-2024:

1. Renewal of Online Site Licensing for iObservation Full Package Marzano Protocol plus Library of Video Resources for 21 Mid-Del school sites and the district administrative team at a cost of \$41,580.00 for FY24. This expense is to be paid from the General Fund, Project Code 000.
2. Bid Renewal for Child Nutrition Department's vendors for Bread, Dairy, Beverages, Ice Cream and Laundry for FY24. The listed companies will have blanket purchase orders exceeding \$15,000 to be paid by Child Nutrition Fund 22.
Flowers Bakeries USA Inc., Bid Renewal #2105 (bread)
\$50,000 increments
Hiland Dairy Food, Bid Renewal #2106 (dairy, milk and juice)
\$300,000 increments
Coca-Cola Southwest Beverages, Bid Renewal #2108 (beverages)
\$40,000 increments
Klements Distribution Inc., Bid Renewal #2007 (ice cream)
\$25,000 increments
Cintas, Bid Renewal #R-BB-19002 (aprons, towels and hot pads)
\$50,000 increments
3. Renewal of a Food Service Contract with Mid-Del Learning Center Day Care operating at Mid-Del Technology Center for FY24.
4. Renewal of one year of unlimited access of Allovue. The total cost for one year of unlimited access for 2023-2024 is \$62,370 to be paid from General Fund, Project Code 795 - ESSER III.

5. Renewal of the software product and service agreement with Tyler Technologies to continue upgrading the Transportation Dept.'s pupil transit software to Tyler "Traversa" Student Transportation Bus Routing Software in FY 2023-2024. This is the 2nd year of a 3-year agreement. The total cost of the contract for FY 2023-2024 is \$23,856.00. The vendor is the sole source provider of this proprietary software product. Expenditure to be paid from General Fund 11, Project Code 795 (ARP).
 6. Renewal of Nearpod Lessons and Flocabulary. The total cost is \$47,552.00 to be paid by Fund 11, Projects 000 and 511. This will serve from 07/01/23-06/30/24.
 7. Renewal of the district-wide purchases of athletic equipment, uniforms and supplies for the 2023-2024 school year from Varsity Brands Holding Co., Inc. DBA: BSN Sports LLC & US Games on an Exclusive Supplier Agreement. This is the third year of a five-year agreement with expenditures to be paid from Allocated Funds, SAF and Bond Fund 35, Project Code 196.
 8. Vote to approve the Internal Activities Review Committee for FY2024.
 9. Renewal of MUNIS, VersaTrans, and TransVersa software, licenses, and system support contracts for the 2023-2024 school year. The cost for MUNIS is \$147,010.42, VersaTrans is \$2,542.44, and TransVersa is \$23,856.00 for a total of \$173,408.86 to be paid by Fund 11, Project Code 795.
 10. Vote to accept yearly bid renewal (Mid-Del Project #2309) for copy paper and custodial supplies. The total cost if purchased in July 2023 is \$368,983.15 to be paid as follows: \$363,289.20 by General Fund 11 and \$5,693.95 by Mid-Del Technology Center Fund 12.
- III. Vote to approve or not approve donation of \$29,000.00 to the Del City High School Wrestling Program to honor Charles Gibbons, class of 1964. - Dr. Cobb
- IV. Discussion and possible action regarding the insurance contingency agreement between Mid Del Public Schools of Oklahoma County and

Coryell Roofing and Construction, Inc.- Dr. Cobb

- V. Discussion and possible action regarding the energy accounting and efficiency agreement between Mid Del Public Schools of Oklahoma County and Cenergistic, LLC. - Dr. Cobb

- VI. Vote to approve or not approve U.S. Foods LLC as the prime vendor for Mid-Del Public Schools for purchase of the following items: - Ms. Johnson
 - Groceries \$400,000 increments
 - Fresh Produce \$100,000 increments
 - Non-Food \$160,000 increments
 - Kitchen Small Wares \$5,000 increments
 - Food Commodities \$200,000 increments

- VII. Vote to approve or not approve revision of Policy I-23, Scheduling of School District Activities. - Mr. Andy Collier

- VIII. Vote to approve or not approve the purchase of nine LockNCharge Towers from SHI for a total cost of \$86,498.00 paid by Bond 35. Per BuyBoard Contract #2018011-02.- Ms. Rennick White

- IX. Vote to approve or not approve the purchase of 42 Dell All-In-One computers for Library Media Specialists from SHI in the amount of \$52,978.80 to be paid by Bond 35. Per BuyBoard contract #MNVNC-108 and subcontract #81AHG.- Ms. Rennick White

- X. Vote to approve or not approve entering into a one-year agreement with The Oklahoma Purchasing System (TOPS).- Ms. Woodard

- XI. Vote to approve or not approve changing district paid life insurance and voluntary life insurance policy provider from Mutual of Omaha to Standard Life due to increased rates for FY24. - Ms. Woodard

- XII. Vote to approve or not approve the purchase of Property, Casualty, School Board Legal Liability, Student Malpractice Insurance, Pollution Liability, Workers Comp, Cyber and Position Bonds for 2023-2024. The total insurance cost for FY24 is \$4,680,986.27, which is an increase of \$1,298,506.27 over FY23 cost of \$3,382,480. The Tech Center's insurance cost for FY24 is \$191,356.50, which is an increase of \$39,638

over FY23 cost of \$151,718.50.- Ms. Woodard

XIII. Vote to approve or not approve an agreement with Waggoners Heat & Air to provide parts and labor for the MDTC HVAC Replacement/Remodel, Bid Project #2314. Total cost will be \$100,998.00 to be paid from MDTC Building Fund 23 or MDTC General Fund 12. - Ms. Foster

XIV. Vote to approve or not approve revision of the Mid-Del District Calendar. - Ms. Huston

XV. Human Resources:

A. Vote to approve or not approve all actions recommended in the Human Resources reports: - Ms. Huston

- Certified
- Non-Certified
- Child Nutrition
- Transportation

B.

C. Vote to approve or not approve recommendation of an Assistant Principal at Midwest City High School.- Ms. Huston

XVI. Proposed Executive Session for the purpose of:
To discuss the employment of Dr. LaShonda Broiles, Pam Huston, and Andy Collier with no resulting vote intended, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes.

1. Vote to convene or not convene in Executive Session
2. Acknowledge the board has returned from Executive Session
3. Executive Session Statement of Minutes.

XVII. Action items to follow Executive Session:
Discussion and possible Board action to modify contractual terms of Dr. LaShonda Broiles, Pam Huston and Andy Collier.

XVIII. Adjourn

This agenda was posted at the Board of Education Center, 7217 S.E. 15 Street, Midwest City, Oklahoma, on June 26, 2023, at 12:15 PM, in accordance with the Open Meeting Law.

The next Regular Board meeting is July 10, 2023.




Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
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Mrs. Jacqueline Woodard
Chief Financial Officer

To: The Board of Education and Dr. Rick Cobb
From: Mrs. Jacqueline Woodard, Chief Financial Officer 
Re: Blanket Position Salary Reserves FY 2022-2023
Date: June 28th, 2023

Blanket Position Salary Reserves cover personnel who are not under regular contracts. These include, but are not limited to substitutes, tutors, security guards, crossing guards, and stipends for curriculum development. The positions on the attached list are presented for approval as Blanket Position Salary Reserves for 2022-2023.

The amounts listed on the reserves are based on projections from prior year expenditures and anticipated programs at this time. The reserve amounts will be included in the budget under the appropriate account codes for the various projects.

Please note that some amounts may be (-). This minus represents a reduction in the original reserve amount. The person overseeing this project has requested this reduction.

I request Board approval because I cannot encumber them through payroll individually or pay them through Accounts Payable. This method is the only way I can bring to your attention, for approval, the types of employees whom you would not likely see except as a part of all other total payroll expenditures. Please note that these reserves are not required by law, but as practice for budgeting reasons. By reserving monies for expenditures, district staff who manage budgets will reserve these monies within their budgets and avoid overspending their projects.

If you have any questions, please let me know. Thank you.

Mission Statement

When the young people of Mid-Del enter our schools, they will be safe.

When they enter our classrooms, they will be challenged.

When they leave our schools, they will be ready.

**MID-DEL SCHOOL DISTRICT
Blanket Position Salary Reserves**

**Period: 06/01/2023
6/30/2023**

Reserve#	Position Description	Amount (\$)	Project
2023 138	MDTC Summer Tech Camp	4,000.00	083-SUMMER TECH CAMP
2023 139	Summer School Teacher	110,000.00	511-TITLE I PART-A BASIC PROG
2023 140	Summer School Counselor Credit Recovery	1,800.00	518-TITLE I PART-A NEGLECTED
2023 141	Summer School Teacher Credit Recovery	3,400.00	518-TITLE I PART-A NEGLECTED
2023 142	Summer School Principal (Lead Teacher)	2,400.00	511-TITLE I PART-A BASIC PROG
2023 143	Summer School Secretary	3,600.00	511-TITLE I PART-A BASIC PROG
2023 144	Summer School Teacher Asst. - Elem/MS/HS	7,200.00	511-TITLE I PART-A BASIC PROG
2023 145	Summer School Resource Officer	15,000.00	795-REACH
2023 146	Summer School Principal Recruitment Stipend	3,000.00	795-REACH
2023 147	Summer School Secretary Recruitment Stipend	5,000.00	795-REACH
2023 148	Summer School Teacher Recruitment Stipend	500,000.00	795-REACH
2023 149	Summer School TA Recruitment Stipend	10,000.00	795-REACH
2023 150	Summer School Child Nutrition	13,000.00	795-REACH
2023 151	Summer School Child Nutrition Recruitment Stipend	12,000.00	795-REACH
2023 152	Summer School Counselor Recruitment Stipend	3,000.00	795-REACH
2023 153	Homeless Liaison Food Pantry	4,500.00	797-ARP-ESSER III HOMELESS

**MID-DEL SCHOOL DISTRICT
Blanket Position Salary Reserves
Increases/Decreases to Current Reserves**

2023 37	Bus Services	2,100.00	000-NON-CATEGORICAL
2023 55	MDTC Security	8,475.00	419-FORMULA OPERATIONS
2023 57	MDTC Mentoring New Teachers	(1,000.00)	419-FORMULA OPERATIONS
2023 59	MDTC Custodian	6,325.00	419-FORMULA OPERATIONS
2023 65	ACD Instructor Non-Certified	10,500.00	441-SHORT-TERM ADULT
2023 66	ACD Evening Supervisor	1,850.00	441-SHORT-TERM ADULT
2023 86	Title IIA Training	30,000.00	541-TRAINING & RECRUITMENT
2023 90	School Improvement Tutors	5,000.00	515-SCHOOL SUPPORT
2023 108	Professional Development - RSA	20,000.00	367-READING SUFFICIENCY



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Purchase Order Listing

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Fund	PO #	FY	Proj	Vendor Name	PO Total	PO Date	Requested By	Description	Status
11	23008527	2023	722	School Specialty LLC	\$1,502.20	2023-06-01	Counselor Corps Grant/C Acad	Furniture/Co-Curricular Supplies	Printed
	23008529	2023	053	Napa Auto Parts	\$10,000.00	2023-06-01	Transportation/Stearns	Bus Parts FY23	Printed
	23008549	2023	561	Amazon Capital Services, Inc.	\$215.61	2023-06-02	Indian Ed/Summer Schl/Thompson	Co-Curricular Supplies-Summer School	Closed
	23008554	2023	722	National Center For Youth Issues	\$220.94	2023-06-02	Counselor Corps Grant/C Acad	Books	Printed
	23008578	2023	053	The Goodyear Tire & Rubber Co.	\$30,000.00	2023-06-06	Transportation/Stearns	Bus Parts FY23	Printed
	23008579	2023	000	Amazon Capital Services, Inc.	\$289.34	2023-06-06	Adm/Counselor/Woodard	Furniture	Closed
	23008580	2023	000	SLRS, Inc.	\$699.98	2023-06-06	Adm/Graduation/Broiles	Interpreter Services FY23	Closed
	23008581	2023	053	Weldon Parts, Inc.	\$4,500.00	2023-06-06	Transportation/Stearns	Parts For Buses FY23	Printed
	23008590	2023	053	Midwest Bus Sales, Inc.	\$20,000.00	2023-06-06	Transportation/Stearns	Outside Bus Repairs FY23	Printed
	23008607	2023	541	Teachers' Retirement System	\$123.75	2023-06-13	Title II/Adm/Brown	TRS for Brian Britt FY23	Closed
	23008608	2023	561	Warren Products Inc	\$4,950.00	2023-06-13	Indian Ed/Adm/Thompson	AV Equipment	Closed
	23008614	2023	541	Brian A Britt	\$750.00	2023-06-13	Title II/Adm/Brown	Prof Dev Presenter	Closed
	23008620	2023	044	Erin Rennick White	\$950.00	2023-06-14	Technology/Rennick White	Per Diem/Travel Reimbursement	Printed
	23008622	2023	052	Sun Coast Resources, Inc	\$19,000.00	2023-06-14	Maintenance/Garage	Fuel FY23	Printed
	23008624	2023	000	Jacqueline Woodard	\$30.00	2023-06-14	Fiscal Serv/Woodard	Parking Reimbursement	Closed
	23008625	2023	775	Willard R-2 Schools	\$2,000.00	2023-06-14	DCHS/NRJOTC/Keilty	Entry Fees	Closed
	23008626	2023	793	Amazon Capital Services, Inc.	\$1,044.91	2023-06-14	ESSER II/Safety/Boyer	Safety Health/General Supplies	Printed
	23008627	2023	044	Erin Rennick White	\$30.00	2023-06-14	Technology/Rennick White	Parking Reimbursement	Closed
	23008628	2023	047	Andra Gilkey	\$30.00	2023-06-14	Sec Instr/Adm/Gilkey	Parking Reimbursement	Printed



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11	23008629	2023	048	Heather Deering	\$30.00	2023-06-14	Elem Instr/Pope	Parking Reimbursement FY23	Printed
	23008632	2023	786	Lacey Brown	\$30.00	2023-06-14	Consolidated Adm/Brown	Parking Reimbursement	Closed
	23008633	2023	000	Heather Graham	\$30.00	2023-06-14	Adm/Woodard	Parking Reimbursement	Printed
	23008634	2023	000	Meagan Bryant	\$30.00	2023-06-14	Adm/Woodard	Parking Reimbursement	Printed
	23008639	2023	044	Home Depot/Citibank N.A.	\$400.00	2023-06-15	Technology/Rennick White	Tools/Materials	Printed
	23008640	2023	044	Warren Products Inc	\$200.00	2023-06-15	Technology/Rennick White	Tech Equipment	Closed
	23008650	2023	080	Fuzzell's Calculator Corner Inc	\$102.00	2023-06-19	Fiscal Serv Office Sup/Woodard	Toner FY23	Closed
	23008654	2023	621	Hawk River Investments LLC	\$300.00	2023-06-21	Spec Serv/Wilson	Shredding Services FY23	Closed
	23008655	2023	000	Hawk River Investments LLC	\$1,500.00	2023-06-21	Adm/Finance/Woodard	Shredding Services FY23	Printed
	23008657	2023	000	Mutual of Omaha	\$1,170.81	2023-06-21	Adm/Fiscal Serv/Williams	Fees FY23	Printed
	23008658	2023	055	Hawk River Investments LLC	\$900.00	2023-06-21	Warehouse/Payne	Shredding FY23	Printed
	23008659	2023	081	Impressions Printing & Copying	\$797.10	2023-06-22	Comm Relations/Boyer	Printing Services FY23	Printed
			Fund Total	\$101,826.64					
12	23008526	2023	485	Amazon Capital Services, Inc.	\$5,062.21	2023-06-01	MDTC/Counts	Instr/AV	Printed
	23008528	2023	485	Oswalt Restaurant Supply	\$5,958.00	2023-06-01	MDTC/Stearns/Counts	Appliance	Printed
	23008530	2023	032	CCOSA-Cooperative Council Okla School Admin	\$150.00	2023-06-01	MDTC/Day	Registration	Printed
	23008585	2023	067	Michael Henderson	\$300.00	2023-06-06	MDTC/Gonzales	Promotional Items	Closed
	23008586	2023	463	Oklahoma Dept Of Career & Technology Education	\$199.00	2023-06-06	MDTC/ELITE/Davis	Refund Registration	Closed
	23008587	2023	032	Mid-Del Schools	\$300.00	2023-06-06	MDTC/Foster	Fuel for School Vehicle FY23	Printed
	23008588	2023	032	Oklahoma Dept Of Career & Technology Education	\$170.00	2023-06-06	MDTC/Gallagher	Registrations	Printed



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12	23008589	2023	032	Bank of America, N.A.	\$500.00	2023-06-06	MDTC/Gallagher	Lodging	Printed
	23008611	2023	032	Cindi Stearns	\$197.50	2023-06-13	MDTC/Stearns	Per Diem/Fuel Reimbursement	Printed
	23008612	2023	032	Blake McCrabb	\$197.50	2023-06-13	MDTC/McCrabb	Per Diem/Fuel Reimbursement	Printed
	23008613	2023	032	Rebecca Foster	\$197.50	2023-06-13	MDTC/Foster	Per Diem/Fuel Reimbursement	Printed
	23008637	2023	032	Great Plains, LLC	\$78,719.10	2023-06-15	MDTC/Stearns	Skid Steer	Printed
	23008638	2023	032	Amazon Capital Services, Inc.	\$108.76	2023-06-15	MDTC/Gonzales	Visitor Badges	Printed
	23008651	2023	276	Cardio Partners Inc	\$1,600.00	2023-06-19	MDTC/Tarver	Instr Health Supplies FY23	Printed
	23008656	2023	067	Mid-Del Public Schools Foundation	\$100.00	2023-06-21	MDTC/Foster	Sponsorship FY23	Printed
				Fund Total	\$93,759.57				
21	23008605	2023	000	Paragon Pest Elimination Svcs	\$1,600.00	2023-06-08	BLDG/MDLSC/Bryan	Extermination Services FY23	Closed
				Fund Total	\$1,600.00				
22	23008591	2023	763	Cherokee Building Materials Inc	\$2,295.90	2023-06-06	Child Nutrition/CAHS/Johnson	Materials CAHS FY23	Closed
	23008592	2023	763	Breeden Painting LLC	\$13,500.00	2023-06-06	Child Nutrition/CAHS/Johnson	Painting Services FY23	Closed
	23008609	2023	763	Warren Products Inc	\$248.75	2023-06-13	Child Nutrition/Johnson	Color Paper FY23	Printed
	23008610	2023	763	School Nutrition Association of Oklahoma	\$540.00	2023-06-13	Child Nutrition/Johnson	Registrations FY23	Printed
				Fund Total	\$16,584.65				
35	23008539	2023	026	Basics Plus, Inc.	\$156.88	2023-06-01	35 Bond/Library/DCMS	Library Books	Closed
	23008540	2023	026	Basics Plus, Inc.	\$586.24	2023-06-01	35 Bond/Library/MCHS	Library Books	Closed
	23008541	2023	026	Basics Plus, Inc.	\$318.32	2023-06-01	35 Bond/Library/CAHS	Library Books	Closed
	23008542	2023	026	Basics Plus, Inc.	\$25.00	2023-06-01	35 Bond/Library/Townsend	Library Books	Closed



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35	23008543	2023	026	Basics Plus, Inc.	\$65.45	2023-06-01	35 Bond/Library/Tinker	Library Books	Closed
	23008544	2023	026	Basics Plus, Inc.	\$78.99	2023-06-01	35 Bond/Library/S Creek	Library Books	Closed
	23008545	2023	026	Basics Plus, Inc.	\$66.78	2023-06-01	35 Bond/Library/C Bailey	Library Books	Closed
	23008546	2023	026	Basics Plus, Inc.	\$334.57	2023-06-01	35 Bond/Library/C Estates	Library Books	Closed
	23008550	2023	000	Oklahoma Attorney General	\$480.00	2023-06-02	35 Bond/Finance/Woodard	Bond Transcript Exam Fee FY23	Closed
	23008551	2023	000	Oklahoma Attorney General	\$3,492.00	2023-06-02	35 Bond/Finance/Woodard	Bond Transcript Exam Fee FY23	Closed
	23008574	2023	196	Varsity Brands Holding Co., Inc.	\$3,145.56	2023-06-06	35 Bond/MCHS Ath/Hall	Softball Equipment & Uniforms	Printed
	23008619	2023	044	SHI International Corp	\$2,721.90	2023-06-14	35 Bond/Tech/Rennick White	Software FY23	Printed
	23008644	2023	078	Breeden Painting LLC	\$4,200.00	2023-06-15	35 Bond/MDLSC/Bryan	Painting Srvs FY23	Printed
	23008645	2023	078	FO Sports LLC	\$1,095.30	2023-06-19	35 Bond/MDLSC/Bryan	Signage Srvs FY23	Printed
	23008646	2023	078	Silsby Media LLC	\$1,690.00	2023-06-19	35 Bond/MDLSC/Bryan	Signage Srvs FY23	Printed
				Fund Total	\$18,456.99				
36	23008531	2023	003	Breeden Painting LLC	\$9,850.00	2023-06-01	36 Bond/C Estates/Bryan	Painting Services FY23	Closed
	23008660	2023	055	MLTL MWC, LLC	\$11,903.94	2023-06-22	36 Bond/District-wide/Bryan	Security Lettering Srvs	Printed
	23008667	2023	055	Digi Security Systems LLC	\$8,259.22	2023-06-26	36 Bond/MDLSC/Bryan	Security Cameras @ MDLSC FY23	Printed
				Fund Total	\$30,013.16				
86	23008575	2023	000	Locke Supply	\$1,875.96	2023-06-06	86 Ins/CAMS/Bryan	HVAC Refrigerant FY23	Closed
				Fund Total	\$1,875.96				
				Grand Total	\$264,116.97				



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11	23000565	2023	511	Michael Kuta	\$299.00	2023-07-01	Title I/DCHS/Brown	Software FY23	Closed
	23001261	2023	023	Warren Products Inc	\$610.95	2023-07-27	CAHS/Goggans	General Supplies/Paper FY23	Closed
	24000001	2024	000	BancFirst	\$290.00	2023-07-01	Adm/Finance/Tatum	Paying Agent Fees FY24	Printed
	24000002	2024	000	BancFirst	\$290.00	2023-07-01	Adm/Finance/Tatum	Paying Agent Fees FY24	Printed
	24000003	2024	541	Phillip Caposey	\$5,500.00	2023-07-01	Title II/Adm/Brown	Prof Dev Presenter FY24	Printed
	24000004	2024	000	BancFirst	\$275.00	2023-07-01	Adm/Finance/Tatum	Paying Agent Fees FY24	Printed
	24000005	2024	000	BancFirst	\$550.00	2023-07-01	Adm/Finance/Tatum	Flat Fee Annual FY24	Printed
	24000006	2024	541	Rick Cobb	\$2,300.00	2023-07-01	Title II/Adm/Brown	Per Diem/Travel Reimbursement FY24	Printed
	24000007	2024	541	Tracy Hunt	\$524.00	2023-07-01	Title II/Adm/Brown	Per Diem/Travel Reimbursement	Printed
	24000008	2024	511	Carla Gray	\$517.25	2023-07-01	Title I/DC Elem/Brown	Per Diem/Travel Reimbursement	Printed
	24000009	2024	511	Makensie Fields	\$517.25	2023-07-01	Title I/Parkview/Brown	Per Diem/Travel Reimbursement	Printed
	24000010	2024	541	Tiffany Wood	\$517.25	2023-07-01	Title II/Adm/Brown	Per Diem/Travel Reimbursement	Printed
	24000011	2024	541	Caitlin Hall	\$517.25	2023-07-01	Title II/Adm/Brown	Per Diem/Travel Reimbursement	Printed
	24000012	2024	541	Erin Rennick White	\$517.25	2023-07-01	Title II/Adm/Brown	Per Diem/Travel Reimbursement	Printed
	24000013	2024	412	Project Lead The Way, Inc.	\$950.00	2023-07-01	Career Tech/DCMS/Maerten	Participation Fee FY24	Printed
	24000014	2024	412	Project Lead The Way, Inc.	\$950.00	2023-07-01	Career Tech/MCMS/Belflower	Participation Fee FY24	Printed
	24000015	2024	561	Sheril Thompson	\$1,500.00	2023-07-01	Indian Ed/Thompson	Mileage Reimbursement FY24	Printed
	24000016	2024	541	Dianna Howard	\$1,039.26	2023-07-01	Title II/Destiny/Brown	Per Diem/Travel Reimbursement	Printed
	24000017	2024	541	Shandra M Youell	\$590.50	2023-07-01	Title II/Destiny/Brown	Per Diem/Travel Reimbursement	Printed
	24000018	2024	541	Patrice Watkins	\$590.50	2023-07-01	Title II/Destiny/Brown	Per Diem/Travel Reimbursement	Printed
	24000019	2024	541	Wanda A Force-Miller	\$590.50	2023-07-01	Title II/Destiny/Brown	Per Diem/Travel Reimbursement	Printed
	24000020	2024	541	Sandra Kilgore	\$590.50	2023-07-01	Title II/Destiny/Brown	Per Diem/Travel Reimbursement	Printed
	24000021	2024	541	Monica Schmidlkofer	\$590.50	2023-07-01	Title II/St. Philip/Brown	Per Diem/Travel Reimbursement	Printed
	24000022	2024	541	Tavi Ariel Brzozowski	\$590.50	2023-07-01	Title II/St. Philip/Brown	Per Diem/Travel Reimbursement	Printed
	24000023	2024	541	Joana Camacho-Matthynssens	\$590.50	2023-07-01	Title II/St. Philip/Brown	Per Diem/Travel Reimbursement	Printed



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11	24000024	2024	541	Jack Charles Berckemeyer	\$31,500.00	2023-07-01	Title II/Various/Brown	Presenter FY24	Printed
	24000025	2024	000	BancFirst	\$140.00	2023-07-01	Adm/Finance/Tatum	Paying Agent Fees FY24	Printed
	24000026	2024	000	BancFirst	\$140.00	2023-07-01	Adm/Finance/Tatum	Paying Agent Fees FY23	Printed
	24000027	2024	000	BancFirst	\$275.00	2023-07-01	Adm/Finance/Tatum	Paying Agent Fees FY24	Printed
	24000028	2024	541	Lisa Stearman	\$590.50	2023-07-01	Title II/Destiny/Brown	Per Diem/Travel Reimbursement	Printed
	24000029	2024	052	Evans Hardware	\$100.00	2023-07-01	Maintenance/Garage	Parts/Materials FY24	Printed
	24000033	2024	052	ODP Business Solutions LLC	\$200.00	2023-07-01	Maintenance/Misc	Paper/Cleaning Supplies FY24	Printed
	24000034	2024	052	ODP Business Solutions LLC	\$1,200.00	2023-07-01	Maintenance/Misc.	General Supplies FY24	Printed
	24000035	2024	052	Fuzzell's Calculator Corner Inc	\$1,500.00	2023-07-01	Maintenance/Conceicao	Toner Cartridges FY24	Printed
	24000046	2024	052	Rush Truck Centers of Oklahoma, Inc	\$500.00	2023-07-01	Maintenance/Garage	Auto Parts FY24	Printed
	24000054	2024	052	Oklahoma Corporation Commission	\$60.00	2023-07-01	Maintenance/Garage	Permit Fee FY24	Printed
	24000055	2024	052	J & E Supply & Fastener Co. Inc.	\$600.00	2023-07-01	Maintenance/Garage	Parts FY24	Printed
	24000060	2024	052	Ray Clark	\$230.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000061	2024	052	Ray Clark	\$200.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000062	2024	052	Kenny Rollings	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000063	2024	052	Kenny Rollings	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000064	2024	052	Tony Conceicao	\$265.00	2023-07-01	Maintenance/Conceicao	License Renewal FY24	Printed
	24000065	2024	052	Tony Conceicao	\$200.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000068	2024	052	Kyle Lankford	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000069	2024	052	Kyle Lankford	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000070	2024	052	T And W Tire	\$2,500.00	2023-07-01	Maintenance/Garage	Tires FY24	Printed
	24000077	2024	052	Amsoil-Atrium-Aqu Products	\$4,995.00	2023-07-01	Maintenance/Garage	Automotive Supplies FY24	Printed
	24000078	2024	052	Barnes Wrecker Service, Inc.	\$400.00	2023-07-01	Maintenance/Garage	Wrecker Service FY24	Printed
	24000081	2024	052	Edward Tomlinson	\$400.00	2023-07-01	Maintenance/Misc.	First Aid Supplies FY24	Printed
	24000084	2024	052	James E Ticer	\$1,000.00	2023-07-01	Maintenance/Garage	Service FY24	Printed



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11	24000088	2024	052	O'Reilly Auto Parts	\$2,200.00	2023-07-01	Maintenance/Garage	Parts FY24	Printed
	24000090	2024	052	Capitol City Battery LLC	\$1,000.00	2023-07-01	Maintenance/Garage	Auto Parts FY24	Printed
	24000096	2024	052	James Wilkerson	\$46.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000097	2024	052	James Wilkerson	\$200.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000098	2024	052	James Wilkerson	\$230.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000099	2024	052	Hung V. Camp	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000100	2024	052	Hung V. Camp	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000102	2024	052	Sean Nail	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000103	2024	052	Sean Nail	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000110	2024	052	Randy Harrell	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000111	2024	052	Randy Harrell	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000112	2024	052	Mike Nail	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000113	2024	052	Mike Nail	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000117	2024	052	Nicholas Miranda	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000130	2024	052	Thomas Littlejohn	\$275.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000131	2024	052	Thomas Littlejohn	\$200.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000133	2024	052	Myers Tire Supply	\$150.00	2023-07-01	Maintenance/Garage	Auto Supplies FY24	Printed
	24000134	2024	052	Casey Longley	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000135	2024	052	Casey Longley	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000136	2024	052	BFS Retail Operations LLC	\$1,500.00	2023-07-01	Maintenance/Garage	Tires FY24	Printed
	24000145	2024	052	Christopher Adams	\$75.00	2023-07-01	Maintenance/Conceicao	License FY24	Printed
	24000146	2024	052	Christopher Adams	\$25.00	2023-07-01	Maintenance/Conceicao	License FY24	Printed
	24000147	2024	052	Michael Carter	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000148	2024	052	Michael Carter	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000149	2024	052	OSI Environmental, Inc.	\$200.00	2023-07-01	Maintenance/Garage	Disposal Services FY24	Printed
	24000150	2024	052	James Robinson	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed



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11	24000151	2024	052	James Robinson	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000152	2024	052	Eric Orr	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000153	2024	052	Eric Orr	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000159	2024	052	Theodore Fracchiolla	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000160	2024	052	Theodore Fracchiolla	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000165	2024	052	Kevin Holmes	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000166	2024	052	Kevin Holmes	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000167	2024	052	Jason Scott	\$75.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000168	2024	052	Jason Scott	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000171	2024	052	Tyler Green	\$25.00	2023-07-01	Maintenance/License	License FY24	Printed
	24000183	2024	621	SLRS, Inc.	\$50,000.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed
	24000184	2024	621	Anthony's TV & Appliance, Inc.	\$750.00	2023-07-01	Spec Serv/Wilson	Service & Repair FY24	Printed
	24000185	2024	621	Supplemental Health Care	\$50,000.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed
	24000186	2024	621	Wal-Mart Allocated	\$250.00	2023-07-01	Spec Serv/Wilson	General Supplies FY24	Printed
	24000187	2024	621	Wal-Mart Allocated	\$90.00	2023-07-01	Spec Serv/Wilson	Testing Supplies FY24	Printed
	24000188	2024	621	Wal-Mart Allocated	\$250.00	2023-07-01	Spec Serv/Wilson	OT Adaptive Supplies FY24	Printed
	24000189	2024	621	Choctaw Times LLC	\$50.00	2023-07-01	Spec Serv/Wilson	Advertising FY24	Printed
	24000190	2024	621	Transcribing Mariners	\$2,500.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed
	24000191	2024	621	Information & Training International, Inc.	\$2,500.00	2023-07-01	Spec Serv/Wilson	Interpreter Services FY24	Printed
	24000192	2024	621	Communication Innovations LLC	\$50,000.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed



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11	24000193	2024	621	Iris Reimann-Phillipp	\$50,000.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed
	24000194	2024	621	Sensational Kids Inc	\$50,000.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed
	24000195	2024	621	Ascebt Access Solutions LLC	\$25,000.00	2023-07-01	Spec Serv/Wilson	Prof Services FY24	Printed
	24000196	2024	136	Warren Products Inc	\$500.00	2023-07-01	Student Acct/Newnam	General Supplies FY24	Printed
	24000197	2024	621	Paulette Pitt PLLC	\$50,000.00	2023-07-01	Spec Serv/Wilson	Contract Services FY24	Printed
	24000198	2024	056	Bank of America, N.A.	\$500.00	2023-07-01	Operations/Bryan	Parts & Materials FY24	Printed
	24000207	2024	056	Fuzzell's Calculator Corner Inc	\$1,200.00	2023-07-01	Operations/Bryan	Toner Supplies FY24	Printed
	24000209	2024	048	Warren Products Inc	\$500.00	2023-07-01	Elem Instr/Pope	General Supplies FY24	Printed
	24000211	2024	541	Accelerate Learning, Inc	\$3,500.00	2023-07-01	Title II/Various/Brown	Prof Dev FY24	Printed
	24000213	2024	541	CCOSA-Cooperative Council Okla School Admin	\$1,499.00	2023-07-01	Title II/MCMS/Brown	Lodging/Registration FY24	Printed
	24000214	2024	541	Gateway Education Holdings LLC	\$26,400.00	2023-07-01	Title II/Various/Brown	Prof Dev Serv FY24	Printed
	24000215	2024	511	Christopher Scoles	\$517.25	2023-07-01	Title I/Tinker/Brown	Per Diem/Travel Reimbursement	Printed
	24000216	2024	511	Samantha Marvin	\$517.25	2023-07-01	Title I/Epperly/Brown	Per Diem/Travel Reimbursement	Printed
	24000217	2024	511	Rebecca M Clark	\$517.25	2023-07-01	Title I/Parkview/Brown	Per Diem/Travel Reimbursement	Printed
	24000225	2024	000	Oklahoma Copier Solutions	\$135,000.00	2023-07-01	District-Wide/Woodard/Bryan	Cost Per Copy Agrmnt FY24	Printed
	24000226	2024	000	De Lage Landen Financial Services Inc	\$72,966.00	2023-07-01	District-Wide/Woodard/Bryan	Copier Lease Agrmnt FY24	Printed
	24000228	2024	053	ATC Freightliner Group LLC	\$15,000.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000229	2024	053	ATC Freightliner Group LLC	\$50,000.00	2023-07-01	Transportation/Stearns	Outside Repairs FY24	Printed
	24000230	2024	053	Dan Borrell	\$3,000.00	2023-07-01	Transportation/Stearns	Outside Bus Repairs FY24	Printed
	24000231	2024	053	BG Products, Inc.	\$4,999.00	2023-07-01	Transportation/Stearns	Tank Service Fees FY24	Printed
	24000232	2024	053	Bear Communications Inc	\$4,999.00	2023-07-01	Transportation/Stearns	Radio Repairs FY24	Printed
	24000251	2024	053	Alton Troy Parsley	\$2,995.00	2023-07-01	Transportation/Stearns	Repair Services FY24	Printed
	24000253	2024	621	OM Parts Inc	\$1,000.00	2023-07-01	Spec Serv/Wilson	Ipad Repairs FY24	Printed
	24000254	2024	621	Wal-Mart Allocated	\$1,000.00	2023-07-01	Spec Serv/Wilson	Co-Curricular/General/Paper FY24	Printed



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11	24000255	2024	621	Sam's Club Direct Comm. Acct.	\$1,500.00	2023-07-01	Spec Serv/Wilson	Cleaning/Health-Hygiene/First Aid	Printed
	24000256	2024	053	Bank of America, N.A.	\$500.00	2023-07-01	Transportation/Stearns	Driver Inquiries FY24	Printed
	24000257	2024	053	Bank of America, N.A.	\$500.00	2023-07-01	Transportation/Stearns	Student Vehicles Tag Fees FY24	Printed
	24000258	2024	053	Bank of America, N.A.	\$500.00	2023-07-01	Transportation/Stearns	Locksmith Services FY24	Printed
	24000259	2024	053	Bank of America, N.A.	\$4,995.00	2023-07-01	Transportation/Stearns	DMV Driving Records FY24	Printed
	24000260	2024	053	Buck's Wheel & Equipment Co.	\$4,995.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000261	2024	053	CJEBLAKEWELL, LLC	\$1,000.00	2023-07-01	Transportation/Stearns	Cleaning Services FY24	Printed
	24000262	2024	053	Car Cab Wrecker Service Inc	\$4,999.00	2023-07-01	Transportation/Stearns	Emergency Towing Services FY24	Printed
	24000263	2024	053	SBC RHC C MWC, LP	\$4,999.99	2023-07-01	Transportation/Stearns	Emergency Vehicle Repairs FY24	Printed
	24000264	2024	053	Edmond Public Schools	\$2,995.00	2023-07-01	Transportation/Stearns	New Driver Training FY24	Printed
	24000265	2024	053	Evans Hardware	\$4,999.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000266	2024	053	FLEETPRIDE, Inc	\$4,999.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000267	2024	052	Fuzzell's Calculator Corner Inc	\$200.00	2023-07-01	Maintenance/Conceicao	Toner & Printer Supplies FY24	Printed
	24000268	2024	052	Robert Brodersen	\$25.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000269	2024	052	Matthew Williams	\$25.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000270	2024	052	Steven Lugrand	\$25.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000271	2024	052	Nicholas Miranda	\$75.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000272	2024	052	Nicholas Miranda	\$25.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000273	2024	052	Larry Carnell II	\$25.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000274	2024	052	Larry Carnell II	\$75.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000275	2024	052	Bank of America, N.A.	\$1,500.00	2023-07-01	Maintenance/Conceicao	Parts - P-Card /Stephen Allen FY24	Printed
	24000276	2024	052	Steven Lugrand	\$75.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000277	2024	052	Kevin Hartley	\$25.00	2023-07-01	Maintenance/Conceicao	License Reimbursement FY24	Printed
	24000278	2024	052	Jacob Milligan	\$25.00	2023-07-01	Maintenance/Conceicao	License Reimbursement FY24	Printed
	24000279	2024	052	Mario Cardenas	\$25.00	2023-07-01	Maintenance/License	License Reimbursement FY24	Printed
	24000280	2024	053	Hooten Oil Company INC	\$4,999.00	2023-07-01	Transportation/Stearns	Oil For Buses FY24	Printed



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11	24000281	2024	053	Industrial Welding & Tool Supply, LTD	\$2,995.00	2023-07-01	Transportation/Stearns	Bottled Gas FY24	Printed
	24000282	2024	053	Industrial Welding & Tool Supply, LTD	\$2,000.00	2023-07-01	Transportation/Stearns	Parts & Supplies FY24	Printed
	24000283	2024	053	Industrial Truck Equipment, Inc.	\$3,995.00	2023-07-01	Transportation/Stearns	Bus Repairs FY24	Printed
	24000284	2024	053	Ice Maker Sales & Service Inc	\$800.00	2023-07-01	Transportation/Stearns	Ice Machine Filters/Parts FY24	Printed
	24000285	2024	053	Jeneyco, Inc.	\$2,995.00	2023-07-01	Transportation/Stearns	Repair Services FY24	Printed
	24000286	2024	621	Hawk River Investments LLC	\$2,000.00	2023-07-01	Spec Serv/Wilson	Shredding Services FY24	Printed
	24000287	2024	026	College Entrance Examination Board	\$1,600.00	2023-07-01	T&L/Adm & HS/Broiles	Membership Dues FY24	Printed
	24000288	2024	000	Midwest City Chamber Of Commerce	\$275.00	2023-07-01	Adm/Supt/Cobb	Membership FY24	Printed
	24000289	2024	786	Oklahoma Copier Solutions	\$1,000.00	2023-07-01	Consolidated Adm/Brown	Cost per Copy Agrmnt FY24	Printed
	24000321	2024	056	Oklahoma School Plant Management Association	\$520.00	2023-07-01	Oper/Safety/Trans/Bryan	Personnel Safety Prog FY24	Printed
	24000332	2024	053	Cintas Corporation	\$4,999.00	2023-07-01	Transportation/Stearns	Uniform/Towel Rental Services	Printed
	24000333	2024	053	Compliance Resource Group Inc	\$20,000.00	2023-07-01	Transportation/Stearns	Drug Testing FY24	Printed
	24000334	2024	053	Fuzzell's Calculator Corner Inc	\$2,000.00	2023-07-01	Transportation/Stearns	Toner & Print Supplies FY24	Printed
	24000335	2024	053	The Goodyear Tire & Rubber Co.	\$35,000.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000337	2024	052	Matthew Williams	\$75.00	2023-07-01	Maintenance/Conceicao	License Reimbursement FY24	Printed
	24000338	2024	052	T And W Tire	\$1,000.00	2023-07-01	Maintenance/Garage	Service FY24	Printed
	24000339	2024	052	D&H United Fueling Solutions, Inc	\$1,000.00	2023-07-01	Maintenance/Garage	Service FY24	Printed
	24000340	2024	052	D&H United Fueling Solutions, Inc	\$1,000.00	2023-07-01	Maintenance/Garage	Parts FY24	Printed
	24000342	2024	053	J & E Supply & Fastener Co. Inc.	\$1,000.00	2023-07-01	Transportation/Stearns	Bus Parts & Supplies FY24	Printed
	24000343	2024	053	Lettering Express OK INC	\$500.00	2023-07-01	Transportation/Stearns	Services Vehicle Decals FY24	Printed
	24000344	2024	053	Midwest Bus Sales, Inc.	\$50,000.00	2023-07-01	Transportation/Stearns	Outside Bus Repairs FY24	Printed
	24000345	2024	052	Safety-Kleen Systems Inc	\$1,200.00	2023-07-01	Maintenance/Garage	Service/Materials FY24	Printed
	24000346	2024	052	Greystone Environmental Services Inc	\$650.00	2023-07-01	Maintenance/Garage	Service FY24	Printed
	24000349	2024	053	MHI Solutions LLC	\$800.00	2023-07-01	Transportation/Stearns	Drug Testing FY24	Printed



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11	24000350	2024	053	Midwest Bus Sales, Inc.	\$15,000.00	2023-07-01	Transportation/Stearns	Parts For Buses FY24	Printed
	24000351	2024	052	Sun Coast Resources, Inc	\$40,000.00	2023-07-01	Maintenance/Garage	Fuel FY24	Printed
	24000352	2024	052	Sun Coast Resources, Inc	\$10,000.00	2023-07-01	Maintenance/Garage	Diesel FY24	Printed
	24000353	2024	053	O.A.P.T.	\$900.00	2023-07-01	Transportation/Stearns	District Membership Fees FY24	Printed
	24000354	2024	053	O.A.P.T.	\$4,995.00	2023-07-01	Transportation/Stearns	In-Service Training Fees (online)	Printed
	24000355	2024	053	Napa Auto Parts	\$25,000.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000356	2024	053	O'Reilly's Auto Parts	\$4,999.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000357	2024	053	OSI Environmental, Inc.	\$1,000.00	2023-07-01	Transportation/Stearns	Waste Clean Up FY24	Printed
	24000358	2024	053	Oklahoma Corporation Commission	\$100.00	2023-07-01	Transportation/Stearns	Annual Tank Fees FY24	Printed
	24000359	2024	053	Penley Oil Company	\$20,000.00	2023-07-01	Transportation/Stearns	Oil For Buses FY24	Printed
	24000360	2024	053	Billy W Jones	\$1,000.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000362	2024	049	Print Finishing Systems, Inc.	\$2,995.00	2023-07-01	Print Shop/Stearns	Repair Services FY24	Printed
	24000363	2024	049	Print Finishing Systems, Inc.	\$600.00	2023-07-01	Print Shop/Stearns	Repairs For Pro Cutter Machine	Printed
	24000364	2024	053	Rush Truck Centers of Oklahoma, Inc	\$4,999.00	2023-07-01	Transportation/Stearns	Bus Parts FY24	Printed
	24000365	2024	053	Ram Products, Inc.	\$2,000.00	2023-07-01	Transportation/Stearns	Repair Services FY24	Printed
	24000366	2024	053	Ram Products, Inc.	\$2,000.00	2023-07-01	Transportation/Stearns	Cleaning Supplies FY24	Printed
	24000368	2024	000	GateHouse Media Oklahoma Holdings, Inc.	\$500.00	2023-07-01	Adm/Comm Relations/Boyer	Legal Notices FY24	Printed
	24000369	2024	053	Sun Coast Resources, Inc	\$100,000.00	2023-07-01	Transportation/Stearns	Fuel For Buses FY24	Printed
	24000370	2024	000	Oklahoma State School Board Association	\$200.00	2023-07-01	Adm/Supt/Cobb	Prof Services FY24	Printed
	24000371	2024	000	Oklahoma State School Board Association	\$1,000.00	2023-07-01	Adm/Supt/Cobb	Policy Review FY24	Printed
	24000372	2024	000	Oklahoma State School Board Association	\$5,462.00	2023-07-01	Adm/Supt/Cobb	Membership FY24	Printed
	24000373	2024	000	Institute for Education Innovation	\$3,500.00	2023-07-01	Adm/Supt/Cobb	Membership FY24	Printed
	24000374	2024	053	Holt Truck Centers of Oklahoma LLC	\$15,000.00	2023-07-01	Transportation/Stearns	Parts For Buses FY24	Printed



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11	24000375	2024	053	Holt Truck Centers of Oklahoma LLC	\$25,000.00	2023-07-01	Transportation/Stearns	Outside Bus Repair FY24	Printed
	24000376	2024	052	Cintas Corporation	\$1,000.00	2023-07-01	Maintenance/Garage	Services FY24	Printed
	24000377	2024	052	Cintas Corporation	\$36,000.00	2023-07-01	Maintenance/Conceicao	Uniform Services FY24	Printed
	24000378	2024	053	Thompson Diesel	\$2,995.00	2023-07-01	Transportation/Stearns	Outside Bus Repair FY24	Printed
	24000379	2024	053	Thompson Diesel	\$2,000.00	2023-07-01	Transportation/Stearns	Parts For Buses FY24	Printed
	24000380	2024	053	Weldon Parts, Inc.	\$4,995.00	2023-07-01	Transportation/Stearns	Parts For Buses FY24	Printed
	24000381	2024	049	Warren Products Inc	\$4,999.00	2023-07-01	Print Shop/Stearns	Specialty Paper FY24	Printed
	24000382	2024	053	Oklahoma Turnpike Authority	\$4,995.00	2023-07-01	Transportation/Stearns	Oklahoma Turnpike Fees FY24	Printed
	24000383	2024	053	Warren Products Inc	\$2,995.00	2023-07-01	Transportation/Stearns	General Supplies FY24	Printed
				Fund Total	\$1,261,983.20				
12	24000218	2024	032	City Of Del City	\$1,600.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Water/Sewer/Sanitation FY24	Printed
	24000219	2024	032	City Of Midwest City	\$21,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Water/Sewer/Sanitation FY24	Printed
	24000221	2024	032	Exelon Corporation	\$25,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	3rd Party Natural Gas FY24	Printed
	24000222	2024	032	Oklahoma Natural Gas Co.	\$20,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Natural Gas Services FY24	Printed
	24000290	2024	067	Meridian Technology Center	\$5,526.00	2023-07-01	MDTC/Foster	Cooperative Agreement FY24	Printed
	24000291	2024	067	O T Autry Area Vo-Tech School District V-15	\$6,875.00	2023-07-01	MDTC/Foster	Marketing Agreement FY24	Printed
	24000292	2024	419	EDUStaff LLC	\$15,000.00	2023-07-01	MDTC/Foster	Substitute Services FY24	Printed
	24000293	2024	032	Employee Evaluation Systems, Inc	\$522.50	2023-07-01	MDTC/Foster	License Renewal FY24	Printed
	24000294	2024	032	Midwest City Chamber Of Commerce	\$275.00	2023-07-01	MDTC/Foster	Institutional Membership FY24	Printed
	24000296	2024	032	Pinnacle Solutions LLC	\$2,232.00	2023-07-01	BLDG/CN/MDTC/District-Wide	Pest Control Srvs FY24	Printed
	24000297	2024	276	Air Compressor Supply	\$1,500.00	2023-07-01	MDTC/Tarver	Equipment Maint FY24	Printed
	24000298	2024	276	Accufax Div., Southwest Inc.	\$500.00	2023-07-01	MDTC/Tarver	Fee FY24	Printed
	24000299	2024	276	Ray Albright Steel Products	\$2,500.00	2023-07-01	MDTC/Tarver	Materials FY24	Printed
	24000300	2024	276	American Machine Performance LLC	\$900.00	2023-07-01	MDTC/Tarver	Parts & Labor FY24	Printed



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12	24000301	2024	276	Michael D. Brown	\$500.00	2023-07-01	MDTC/Tarver	Tools FY24	Printed
	24000302	2024	032	SourceOne Management Services Inc	\$176,805.96	2023-07-01	MDTC/Stearns	Custodial Services FY24	Printed
	24000303	2024	276	Eureka Water Co.	\$700.00	2023-07-01	MDTC/Tarver	Supplies FY24	Printed
	24000304	2024	276	Eureka Water Co.	\$250.00	2023-07-01	MDTC/Tarver	Rental Service FY24	Printed
	24000305	2024	276	W.W. Grainger, Inc.	\$1,000.00	2023-07-01	MDTC/Tarver	Bldg Maintenance Supplies FY24	Printed
	24000306	2024	276	W.W. Grainger, Inc.	\$1,000.00	2023-07-01	MDTC/Tarver	Instructional Supplies FY24	Printed
	24000307	2024	032	Tina Murphy	\$1,726.38	2023-07-01	MDTC/Murphy	Per Diem/Travel Reimbursement	Printed
	24000308	2024	276	Home Depot/Citibank N.A.	\$1,000.00	2023-07-01	MDTC/Tarver	Parts/Materials FY24	Printed
	24000309	2024	276	Home Depot/Citibank N.A.	\$1,000.00	2023-07-01	MDTC/Tarver	Bldg Maint Supplies FY24	Printed
	24000310	2024	276	Home Depot/Citibank N.A.	\$500.00	2023-07-01	MDTC/Tarver	Batteries FY24	Printed
	24000311	2024	276	BFS Retail Operations LLC	\$500.00	2023-07-01	MDTC/Tarver	Vehicle Maintenance FY24	Printed
	24000312	2024	032	OG&E	\$140,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Electric Services FY24	Printed
	24000313	2024	276	STI Electronics Inc	\$2,500.00	2023-07-01	MDTC/Tarver	Tech Equipment FY24	Printed
	24000314	2024	276	Snap On Incorporated	\$1,000.00	2023-07-01	MDTC/Tarver	Tools FY24	Printed
	24000315	2024	276	TestEquity LLC	\$2,500.00	2023-07-01	MDTC/Tarver	Tech Equipment FY24	Printed
	24000316	2024	276	Warren Products Inc	\$1,000.00	2023-07-01	MDTC/Tarver	General Supplies FY24	Printed
	24000317	2024	276	Warren Products Inc	\$2,500.00	2023-07-01	MDTC/Tarver	Toner & Paper FY24	Printed
	24000318	2024	276	Wal-Mart Allocated	\$500.00	2023-07-01	MDTC/Tarver	Bldg Maint Supplies FY24	Printed
	24000319	2024	276	Wal-Mart Allocated	\$500.00	2023-07-01	MDTC/Tarver	Instructional Supplies FY24	Printed
	24000322	2024	044	Synergy Datacom Supply	\$500.00	2023-07-01	MDTC/Jackson	Tools FY24	Printed
	24000323	2024	044	Southern Computer Warehouse, Inc.	\$1,000.00	2023-07-01	MDTC/Jackson	Tech Equipment FY24	Printed
	24000324	2024	044	SHI International Corp	\$1,000.00	2023-07-01	MDTC/Jackson	Tech Equipment FY24	Printed
	24000325	2024	044	CDW Government	\$1,000.00	2023-07-01	MDTC/Jackson	Tech Equipment FY24	Printed
	24000326	2024	044	Southern Computer Warehouse, Inc.	\$1,000.00	2023-07-01	MDTC/Jackson	Toner FY24	Printed
	24000327	2024	044	SHI International Corp	\$1,000.00	2023-07-01	MDTC/Jackson	Toner FY24	Printed
	24000328	2024	044	Synergy Datacom Supply	\$500.00	2023-07-01	MDTC/Jackson	Tech Equipment FY24	Printed



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12	24000329	2024	044	CDW Government	\$1,000.00	2023-07-01	MDTC/Jackson	Toner FY24	Printed
	24000330	2024	044	Smart Technologies Inc	\$2,000.00	2023-07-01	MDTC/Jackson	Tech Services FY24	Printed
	24000331	2024	032	Career-Tech Conference Account	\$102.99	2023-07-01	MDTC/Gallagher/Carter	Registration FY24	Printed
	24000336	2024	032	Brandy Eberle	\$253.04	2023-07-01	MDTC/Gallagher/Eberle	Per Diem/Travel Reimbursement	Printed
	24000341	2024	032	Laura Rogers	\$253.04	2023-07-01	MDTC/Gallagher/Rogers	Per Diem/Travel Reimbursement	Printed
	24000367	2024	032	Bank of America, N.A.	\$250.00	2023-07-01	MDTC/Gallagher/Carter	Lodging FY24	Printed
				Fund Total	\$448,771.91				
21	24000030	2024	052	Evans Hardware	\$500.00	2023-07-01	BLDG/Maint/Misc.	Supplies/Materials FY24	Printed
	24000031	2024	052	Hunzicker Brothers Inc	\$500.00	2023-07-01	BLDG/Maint/Electrical Dept	Electrical Parts FY24	Printed
	24000032	2024	052	A Weldors Supply	\$800.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000036	2024	052	Emsco Electric Supply Co. Inc	\$4,900.00	2023-07-01	BLDG/Maint/Electrical Dept.	Electrical Parts FY24	Printed
	24000037	2024	052	Cope Plastics, Inc.	\$1,000.00	2023-07-01	BLDG/Maint/Carpentry Dept	Supplies/Materials FY24	Printed
	24000038	2024	052	Federal Corporation	\$1,000.00	2023-07-01	BLDG/Maint/Plumbing	Plumbing Parts FY24	Printed
	24000039	2024	052	Federal Corporation	\$1,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000040	2024	052	Sherwin-Williams	\$2,000.00	2023-07-01	BLDG/Maint/Paint Dept.	Paint Supplies/Materials FY24	Printed
	24000041	2024	052	Contractors Supply Co. & Builders Rental Co.	\$300.00	2023-07-01	BLDG/Maint/Misc.	Service FY24	Printed
	24000042	2024	052	Contractors Supply Co. & Builders Rental Co.	\$1,000.00	2023-07-01	BLDG/Maint/Misc.	Supplies/Materials FY24	Printed
	24000043	2024	052	Johnstone Supply	\$2,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000044	2024	052	Anchor Paint Mfg. Co.	\$1,000.00	2023-07-01	BLDG/Maint/Paint Dept	Painting Supplies FY24	Printed
	24000045	2024	052	ABC Supply Co., Inc.	\$1,000.00	2023-07-01	BLDG/Maint/Carpentry Dept.	Supplies/Materials FY24	Printed
	24000047	2024	052	Standard Steel Co.	\$1,500.00	2023-07-01	BLDG/Maint/Welding	Supplies/Materials FY24	Printed
	24000048	2024	052	Locke Supply	\$2,500.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24000049	2024	052	Locke Supply	\$2,500.00	2023-07-01	BLDG/Maint/Electrical Dept.	Electrical Parts FY24	Printed
24000050	2024	052	Locke Supply	\$2,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed	



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21	24000051	2024	052	Eckroat Seed Company	\$1,800.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000052	2024	052	Goddard Ready Mix Concrete Co.	\$1,000.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000053	2024	052	Lennox Industries, Inc.	\$1,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000056	2024	052	J & E Supply & Fastener Co. Inc.	\$800.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000057	2024	052	Panco, Inc	\$3,000.00	2023-07-01	BLDG/Maint/Energy Mgmt	EMS Parts FY24	Printed
	24000058	2024	052	Panco, Inc	\$1,500.00	2023-07-01	BLDG/Maint/Energy Mgmt	EMS Repair Services FY24	Printed
	24000059	2024	052	Overhead Door Company Of OKC Inc.	\$500.00	2023-07-01	BLDG/Maint/Locks/Doors	Repair Service FY24	Printed
	24000066	2024	052	Olen Williams Sales & Service	\$700.00	2023-07-01	BLDG/Maint/Electrical Dept.	Repair Service FY24	Printed
	24000067	2024	052	Olen Williams Sales & Service	\$650.00	2023-07-01	BLDG/Maint/Electrical Dept.	Electrical Parts FY24	Printed
	24000071	2024	052	Winsupply of Oklahoma City Co	\$2,000.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24000072	2024	052	Crossland's A & A Rent-All & Sales Co.	\$800.00	2023-07-01	BLDG/Maint/Misc	Equipment Rental FY24	Printed
	24000073	2024	052	Oklahoma Dept. Of Environmental Quality	\$1,200.00	2023-07-01	BLDG/Maint/Misc	Permit Fees FY24	Printed
	24000074	2024	052	Waste Management Of Oklahoma	\$1,000.00	2023-07-01	BLDG/Maint/Grounds	Dumping Service FY24	Printed
	24000075	2024	052	Nicoma Park Lumber	\$2,900.00	2023-07-01	BLDG/Maint/Cabinetry	Supplies/Materials FY24	Printed
	24000076	2024	052	Nicoma Park Lumber	\$2,900.00	2023-07-01	BLDG/Maint/Carpentry Dept	Supplies/Materials FY24	Printed
	24000079	2024	052	W.W. Grainger, Inc.	\$1,000.00	2023-07-01	BLDG/Maint/Misc.	Parts/Materials FY24	Printed
	24000080	2024	052	W.W. Grainger, Inc.	\$1,000.00	2023-07-01	BLDG/Maint/Elect Dept	Parts FY24	Printed
	24000082	2024	052	Logan County Asphalt Co.	\$1,500.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000083	2024	052	A & D Supply of OKC, Inc	\$500.00	2023-07-01	BLDG/Maint/Carpentry Dept	Supplies/Materials FY24	Printed
	24000085	2024	052	Ewing Irrigation	\$750.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24000086	2024	052	York International Corporation	\$800.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000087	2024	052	Oklahoma Contractors Supply LLC	\$500.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24000089	2024	052	Carrier Sales & Distribution	\$2,000.00	2023-07-01	BLDG/Maint/HVAC Dept	HVAC Parts FY24	Printed
	24000091	2024	052	H-I-S Paint Mfg Co.	\$1,000.00	2023-07-01	BLDG/Maint/Paint Dept	Supplies/Materials FY24	Printed
	24000092	2024	052	Lampton Welding Supply Co., Inc.	\$400.00	2023-07-01	BLDG/Maint/Grounds	Repairs/Rental/Lease FY24	Printed



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21	24000093	2024	052	Lampton Welding Supply Co., Inc.	\$1,200.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000094	2024	052	Petra	\$400.00	2023-07-01	BLDG/Maint/Energy Mgmt	EMS Parts FY24	Printed
	24000095	2024	052	Petra	\$1,500.00	2023-07-01	BLDG/Maint/Electrical Dept.	Electrical Parts FY24	Printed
	24000101	2024	052	SMC Technologies	\$800.00	2023-07-01	BLDG/Maint/HVAC Dept.	Supplies FY24	Printed
	24000104	2024	052	Timothy S Keith	\$4,000.00	2023-07-01	BLDG/Maint/Plumbing	Service FY24	Printed
	24000105	2024	052	John W. Gasparini Inc.	\$3,000.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Plumbing Parts FY24	Printed
	24000106	2024	052	Oklahoma Department Of Labor	\$8,000.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Inspections FY24	Printed
	24000107	2024	052	Oklahoma Department Of Labor	\$500.00	2023-07-01	BLDG/Maint/Elev Inspec	Inspections FY24	Printed
	24000108	2024	052	Oklahoma Department Of Labor	\$500.00	2023-07-01	BLDG/Maint/HVAC Dept.	Boiler Inspections FY24	Printed
	24000109	2024	052	Capitol Electric Motor Repair, Inc.	\$2,900.00	2023-07-01	BLDG/Maint/Electrical Dept	Repair Services FY24	Printed
	24000114	2024	052	International Pipe & Supply, LLC	\$120.00	2023-07-01	BLDG/Maint/Welding	Supplies/Materials FY24	Printed
	24000115	2024	052	Scovil & Sides Hardware	\$2,900.00	2023-07-01	BLDG/Maint/Locks/Doors	Parts FY24	Printed
	24000116	2024	052	Irrigation Station LLP	\$750.00	2023-07-01	BLDG/Maint/Plumbing Dept	Supplies/Materials FY24	Printed
	24000118	2024	052	Tisdells Implements LLC	\$1,000.00	2023-07-01	BLDG/Maint/Welding	Supplies/Materials FY24	Printed
	24000119	2024	052	Ra-Lock Security Solutions, Inc	\$1,000.00	2023-07-01	BLDG/Maint/Locks/Doors	Supplies/Materials FY24	Printed
	24000120	2024	052	IDN H Hoffman Inc	\$1,000.00	2023-07-01	BLDG/Maint/Access Control	Parts FY24	Printed
	24000121	2024	052	IDN H Hoffman Inc	\$1,000.00	2023-07-01	BLDG/Maint/Locks/Doors	Parts FY24	Printed
	24000122	2024	052	Citibank N.A.	\$2,000.00	2023-07-01	BLDG/Maint/Paint Dept.	Paint Supplies/Materials FY24	Printed
	24000123	2024	052	Citibank N.A.	\$1,500.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Supplies/Materials FY24	Printed
	24000124	2024	052	Citibank N.A.	\$1,500.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000125	2024	052	Citibank N.A.	\$1,000.00	2023-07-01	BLDG/Maint/Carpentry Dept.	Supplies/Materials FY24	Printed
	24000126	2024	052	Citibank N.A.	\$1,000.00	2023-07-01	BLDG/Maint/Misc.	Supplies/Materials FY24	Printed
	24000127	2024	052	Citibank N.A.	\$1,000.00	2023-07-01	BLDG/Maint/Cabinetry	Supplies/Materials FY24	Printed
	24000128	2024	052	Citibank N.A.	\$500.00	2023-07-01	BLDG/Maint/Access Control	Supplies/Materials FY24	Printed
	24000129	2024	052	Citibank N.A.	\$500.00	2023-07-01	BLDG/Maint/Locks/Doors	Supplies/Materials FY24	Printed
	24000132	2024	052	MORSCO Supply, LLC	\$1,000.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Parts FY24	Printed



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21	24000137	2024	052	Digi Security Systems LLC	\$1,500.00	2023-07-01	BLDG/Maint/Access Ctrl	Service FY24	Printed
	24000138	2024	052	Digi Security Systems LLC	\$2,900.00	2023-07-01	BLDG/Maint/Access Ctrl	Supplies/Materials FY24	Printed
	24000139	2024	052	Bank of America, N.A.	\$1,500.00	2023-07-01	BLDG/Maint/Garrett	Supplies/Materials/Tools FY24	Printed
	24000140	2024	052	Bank of America, N.A.	\$1,500.00	2023-07-01	BLDG/Maint/Conceicao	Supplies/Materials/Tools FY24	Printed
	24000141	2024	052	Bank of America, N.A.	\$1,500.00	2023-07-01	BLDG/Maint/Clark	Supplies/Materials/Tools FY24	Printed
	24000142	2024	052	Independent Penny	\$3,000.00	2023-07-01	BLDG/Maint/Carpentry Dept.	Glass Repair Service FY24	Printed
	24000143	2024	052	Insco Distributing Inc	\$1,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000144	2024	052	Acme Fence of Oklahoma City Inc	\$1,000.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000154	2024	052	Re-Man Shack Inc. IV	\$400.00	2023-07-01	BLDG/Maint/Misc.	Supplies/Materials FY24	Printed
	24000155	2024	052	Re-Man Shack Inc. IV	\$1,000.00	2023-07-01	BLDG/Maint/Elect Dept	Supplies/Materials FY24	Printed
	24000156	2024	052	All Time Crane Inc	\$2,000.00	2023-07-01	BLDG/Maint/HVAC	Crane Service FY24	Printed
	24000157	2024	052	Engineered Equipment Inc	\$500.00	2023-07-01	BLDG/Maint/HVAC	HVAC Supplies/Parts FY24	Printed
	24000158	2024	052	All Sheet Metal	\$1,000.00	2023-07-01	BLDG/Maint/HVAC Dept	Service FY24	Printed
	24000161	2024	052	Robert Brooke & Associates	\$500.00	2023-07-01	BLDG/Maint/Locks/Doors	Parts FY24	Printed
	24000162	2024	052	Smith and Loveless Inc	\$300.00	2023-07-01	BLDG/Maint/Plumbing Dept.	Parts FY24	Printed
	24000163	2024	052	Enercon Services Inc	\$2,000.00	2023-07-01	BLDG/Maint/Misc.	Mold/Allergen Abatement FY24	Printed
	24000164	2024	052	Allen Laws	\$500.00	2023-07-01	BLDG/Maint/Grounds	Parts FY24	Printed
	24000169	2024	052	Cherokee Building Materials Inc	\$3,000.00	2023-07-01	BLDG/Maint/Carpentry	Supplies/Materials FY24	Printed
	24000170	2024	052	EJ Welch Co Inc	\$500.00	2023-07-01	BLDG/Maint/Carpentry	Supplies/Materials FY24	Printed
	24000172	2024	052	Yarbrough & Sons, LLC	\$2,000.00	2023-07-01	BLDG/Maint/HVAC	HVAC Supplies/Materials FY24	Printed
	24000173	2024	052	The ADT Security Corporation	\$2,900.00	2023-07-01	BLDG/Maint/Electrical Dept.	Parts FY24	Printed
	24000174	2024	052	The ADT Security Corporation	\$1,500.00	2023-07-01	BLDG/Maint/Elect Dept	Services FY24	Printed
	24000175	2024	052	Ademco Inc	\$2,000.00	2023-07-01	BLDG/Maint/Access Control	Supplies/Materials FY24	Printed
	24000176	2024	052	Stephens Pipe & Steel LLC	\$1,500.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000177	2024	052	Bradford Supply Industrial	\$3,000.00	2023-07-01	BLDG/Maint/HVAC	HVAC Parts FY24	Printed
	24000178	2024	052	CBS Door & Hardware, LLC	\$1,000.00	2023-07-01	BLDG/Maint/Locks/Doors	Parts and Supplies FY24	Printed



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21	24000179	2024	052	Edmond Sheet Metal	\$1,000.00	2023-07-01	BLDG/Maint/Carpentry Dept.	Supplies/Materials FY24	Printed
	24000180	2024	052	JP Rental LLC	\$800.00	2023-07-01	BLDG/Maint/Misc	Equipment Rental FY24	Printed
	24000181	2024	052	R.L. Williams & Company, Inc	\$2,000.00	2023-07-01	BLDG/Maint/HVAC	Parts/Supplies FY24	Printed
	24000182	2024	052	Waste Connections of Oklahoma, Inc	\$5,000.00	2023-07-01	BLDG/Maint/Grounds	Dumpster Service FY24	Printed
	24000199	2024	000	Bank of America, N.A.	\$200,000.00	2023-07-01	BLDG/Operations/Bryan	Cox Communications FY24	Printed
	24000200	2024	000	Bank of America, N.A.	\$36,708.00	2023-07-01	BLDG/Operations/Bryan	Waste Disposal Services FY24	Printed
	24000201	2024	000	DFAS Indy-Disbursing Operations	\$6,850.00	2023-07-01	BLDG/Operations/Bryan	Water/Sewer Services FY24	Printed
	24000202	2024	052	Voss Lighting	\$3,500.00	2023-07-01	BLDG/Maint/Electrical Dept.	Electrical Parts FY24	Printed
	24000203	2024	052	United Refrigeration, Inc.	\$2,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000204	2024	052	General Materials Inc	\$1,800.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000205	2024	052	Synergy Datacom Supply	\$1,000.00	2023-07-01	BLDG/Maint/Electrical Dept.	Supplies/Materials FY24	Printed
	24000206	2024	056	Warren Products Inc	\$550.00	2023-07-01	BLDG/Operations/Bryan	General/Tech Supplies FY24	Printed
	24000208	2024	056	Varnier Enterprises LLC	\$600.00	2023-07-01	BLDG/Oper/Bryan	Flags FY24	Printed
	24000210	2024	056	Curbing Solutions	\$10,000.00	2023-07-01	BLDG/Operations/Bryan	Snow Plowing Services FY24	Printed
	24000212	2024	056	Crutch Creek Farms, LLC	\$10,000.00	2023-07-01	BLDG/Operations/Bryan	Snow Plowing Services FY24	Printed
	24000218	2024	000	City Of Del City	\$135,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Water/Sewer/Sanitation FY24	Printed
	24000219	2024	000	City Of Midwest City	\$300,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Water/Sewer/Sanitation FY24	Printed
	24000220	2024	000	City Of Oklahoma City	\$22,000.00	2023-07-01	BLDG/Operations/Bryan	Water/Sewer Services FY24	Printed
	24000221	2024	000	Exelon Corporation	\$300,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	3rd Party Natural Gas FY24	Printed
	24000222	2024	000	Oklahoma Natural Gas Co.	\$250,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Natural Gas Services FY24	Printed
	24000223	2024	000	Oklahoma Electric Cooperative	\$75,000.00	2023-07-01	BLDG/Operations/Bryan	Electric Services FY24	Printed
	24000224	2024	056	Oklahoma Copier Solutions	\$15,000.00	2023-07-01	BLDG/Oper/Print Shop/Bryan	Software Renewal FY24	Printed
	24000227	2024	000	ABM Industry Groups, LLC	\$2,903,081.88	2023-07-01	BLDG/District/CN/Bryan	Custodial/Grounds Svcs FY24	Printed
	24000233	2024	052	Synergy Datacom Supply	\$1,000.00	2023-07-01	BLDG/Maint/Access Cntrl	Supplies/Materials FY24	Printed
	24000234	2024	052	Stuart C. Irby Company	\$1,000.00	2023-07-01	BLDG/Maint/Electrical Dept.	Electrical Parts FY24	Printed
	24000235	2024	052	Rex Playground Equipment	\$2,000.00	2023-07-01	BLDG/Maint/Grounds	Parts FY24	Printed



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21	24000236	2024	052	Spectrum Paint Co.	\$1,000.00	2023-07-01	BLDG/Maint/Paint Dept.	Paint Supplies/Materials FY24	Printed
	24000237	2024	052	Southeast Door & Plywood	\$1,000.00	2023-07-01	BLDG/Maint/Locks/Doors	Supplies/Materials FY24	Printed
	24000238	2024	052	Southeast Door & Plywood	\$1,000.00	2023-07-01	BLDG/Maint/Cabintry Dept.	Supplies/Materials FY24	Printed
	24000239	2024	052	School & Office Products of Arkansas, Inc.	\$2,900.00	2023-07-01	BLDG/Maint/Electrcial Dept.	Bleacher Service FY24	Printed
	24000240	2024	052	Breeden Painting LLC	\$4,999.00	2023-07-01	BLDG/Maint	Painting Service FY24	Printed
	24000241	2024	052	Munch's Supply O'Connor LLC	\$2,000.00	2023-07-01	BLDG/Maint/HVAC Dept.	HVAC Parts FY24	Printed
	24000242	2024	052	Oklahoma Security Control Systems Inc	\$300.00	2023-07-01	BLDG/Maint/Locks/Doors	Supplies/Materials FY24	Printed
	24000243	2024	052	Willard's Wholesale Roofing Co. Inc	\$2,000.00	2023-07-01	BLDG/Maint/Roofing	Supplies/Materials FY24	Printed
	24000244	2024	052	Arborscapes Tree Service, Inc	\$2,000.00	2023-07-01	BLDG/Maint/Misc.	Tree Removal Services FY24	Printed
	24000245	2024	052	Twisted Road LLC	\$400.00	2023-07-01	BLDG/Maint/Misc.	Supplies/Materials FY24	Printed
	24000246	2024	052	Ice Maker Sales & Service Inc	\$1,000.00	2023-07-01	BLDG/Maint/HVAC	Supplies/Materials/Parts FY24	Printed
	24000247	2024	052	J & B Pipe Supply, Inc	\$2,000.00	2023-07-01	BLDG/Maint/Welding	Supplies/Materials FY24	Printed
	24000248	2024	052	BBM Steel Buildings, Inc.	\$4,900.00	2023-07-01	BLDG/Maint/Carpentry	Supplies/Materials FY24	Printed
	24000249	2024	052	Steve Easom	\$600.00	2023-07-01	BLDG/Maint/Misc	Bee Removal Service FY24	Printed
	24000250	2024	052	Wurth Louis and Company	\$1,500.00	2023-07-01	BLDG/Maint/Cabinetry	Supplies/Materials FY24	Printed
	24000252	2024	052	Oklahoma C & C Fencing LLC	\$2,000.00	2023-07-01	BLDG/Maint/Grounds	Supplies/Materials FY24	Printed
	24000296	2024	000	Pinnacle Solutions LLC	\$23,655.36	2023-07-01	BLDG/CN/MDTC/District-Wide	Pest Control Srvs FY24	Printed
	24000312	2024	000	OG&E	\$1,980,000.00	2023-07-01	BLDG/Oper/MDTC/Bryan	Electric Services FY24	Printed
	24000320	2024	000	Fullscope Renovations	\$506,153.40	2023-07-01	BLDG/District-Wide/Bryan	Athletic Fields Lawn Srvs FY24	Printed
	24000347	2024	052	Summit Fire & Security LLC	\$2,160.00	2023-07-01	BLDG/Maint/Misc.	Fire Alarm Monitoring Serv FY24	Printed
24000348	2024	052	Clifford Power Systems, Inc.	\$7,992.00	2023-07-01	BLDG/Maint/Misc	Maintenance Agreement FY24	Printed	
				Fund Total	\$6,972,219.64				
22	24000227	2024	763	ABM Industry Groups, LLC	\$120,634.08	2023-07-01	BLDG/District/CN/Bryan	Custodial/Grounds Srvs FY24	Printed



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22	24000296	2024	763	Pinnacle Solutions LLC	\$10,080.00	2023-07-01	BLDG/CN/MDTC/District-Wide	Pest Control Srvs FY24	Printed
				Fund Total	\$130,714.08				
23	24000295	2024	032	Exterior Solutions Group, LLC	\$4,995.00	2023-07-01	BLDG/MDTC/Stearns	Building Maint FY24	Printed
				Fund Total	\$4,995.00				
				Grand Total	\$8,818,683.83				



**Pamela Huston
Chief Human
Resources Officer**

**Dr. Rick Cobb
Superintendent**

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

**Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754**

To: Mid-Del Board of Education and Dr. Rick Cobb, Superintendent

From: Pamela Huston, Chief Human Resources Officer

Re: Renewal of Online Site Licensing for iObservation

Date: June 28, 2023

We are requesting board approval for the renewal of site licenses for the iObservation Full Package Marzano Protocol plus Library of Video Resources for 21 Mid-Del school sites and the district administrative team at a cost of \$41,580. The attached proposal outlines the costs for site and district administrators to use Marzano Teacher and Leader Instructional/Evaluation Models during the 2023-2024 school year. This expense is to be paid from the General Fund, project code "000".

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.



Dr. Rick Cobb
Superintendent

4731 Judy Dr.
Del City, OK 73115
(405) 739-1611
Fax: (405) 739-1613

Mailing Address:
4731 Judy Dr.
Del City, OK 73115

Devyn Johnson
Director of Child Nutrition

To: The Board of Education
Dr. Rick Cobb, Superintendent

From: Pamela Huston, Chief Human Resources Officer
Devyn Johnson, Child Nutrition Director

Date: June 28, 2023

Re: Board Approval Request for Bid Approval for Child Nutrition Department's vendors for Bread, Dairy, Beverages, Ice Cream, and Laundry.

Child Nutrition is requesting that the following vendors bids be approved for the 2023-2024 School Year. The listed companies would have blanket purchase orders exceeding \$15,000.00 for bread, dairy, beverages, ice cream, and uniforms to be paid by Child Nutrition Fund 22.

Flowers Bakeries USA Inc., Mid-Del Public Schools **Bid Renewal #2105** (bread)
\$50,000.00 increments

Hiland Dairy Foods, Mid-Del Public Schools **Bid Renewal #2106** (dairy, milk, and juice)
\$300,000.00 increments

Coca-Cola Southwest Beverages, Mid-Del Schools **Bid Renewal #2108** (beverages)
\$40,000.00 increments

Klements Distribution Inc., Mid-Del Schools **Bid Renewal #2007** (ice cream)
\$25,000.00 increments

Cintas, Mid-Del Public Schools **Bid Renewal #R-BB-19002** (aprons, towels, and hot pads)
\$50,000.00 increments

Mission Statement

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Dr. Rick Cobb
Superintendent

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Del City, OK 73115
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4731 Judy Dr.
Del City, OK 73115

Devyn Johnson
Director of Child Nutrition

To: The Board of Education
Dr. Rick Cobb, Superintendent

From: Pamela Huston, Chief Human Resources Officer
Devyn Johnson, Child Nutrition Director

Date: June 28, 2023

Re: Recommendation to approve a renewal Food Service Contract with Mid-Del Learning Center Day Care operating at Mid-Del Technology Center.

Requesting board approval for a renewal contract agreement with Food Service Contract with Mid-Del Learning Center Day Care operating at Mid-Del Technology Center to provide meals to daycare children who are enrolled in the daycare. The breakfast and lunch meals provided will meet DHS guidelines provided by the Director of the daycare.

Thank you for your consideration.

Please see attached Food Service Contract FY 23-24 renewal contract.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.



Dr. Rick Cobb
Superintendent

Dr. LaShonda Broiles
Asst. Superintendent of
Instruction

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1332
lbroiles@mid-del.net

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

TO: Board of Education and Dr. Rick Cobb

FROM: Dr. LaShonda Broiles, Assistant Superintendent of Instruction

DATE: June 28, 2023

RE: Renewal of Allovue Software

We are requesting approval for the renewal of one year of unlimited access of Allovue. Allovue is a budgeting software that works in conjunction with Munis to provide robust, real-time budgeting data that will allow departments to develop staffing and spending plans that align with district goals. The total cost for one year of unlimited access for the 2023-2024 year is \$62,370 to be paid from General Fund 11, Project 795 – ESSER III.

Thank you for your consideration.

CUSTOMER AGREEMENT

This cover page and the attached documents describe the relationship between **Allovue, Inc**, a company located at 919 West 34th Street, Unit 50008, Baltimore, MD 21211 ("**Allovue**") and the entity identified below ("**Customer**") (each of Allovue and Customer, a "**Party**" and collectively, the "**Parties**") and shall be effective as of date of signature (the "**Effective Date**"). The documents attached to this cover page will consist of the Terms and Conditions ("**Terms**"), which describe and set forth the general legal terms governing the relationship, the Customer specific terms, describing and setting forth the subscription terms and fees for Customer's use of the Service ("**Specific Terms**"), and one (1) or more statement(s) of work describing and setting forth detail about that relationship (each, a "**Statement of Work**"), depending upon the particular services to be provided to Customer (collectively, the "**Agreement**"). This Agreement includes this cover page, the attached Terms, the Specific Terms, and all Statements of Work that are attached to the Terms and that are executed by both Parties. This Agreement replaces and supersedes any and all previous agreements between the parties.

CUSTOMER INFORMATION (to be completed by Customer)	
Name/ Customer:	Mid-Del Public Schools
Address:	7217 Southeast 15th Street Oklahoma City, OK, 73110
Finance System:	Munis
Primary Contact:	Jacqueline Woodard
Title:	Chief Financial Officer
Email:	jwoodard@mid-del.net
Phone:	405-737-4461
Implementation Lead <i>(if different than Primary Contact)</i>	
Title:	
Email:	
Phone:	
CUSTOMER ACCOUNTS PAYABLE INFORMATION (to be completed by Customer)	
Invoicing Address:	7217 SE 15 th St, Midwest City, OK 73110
Invoicing Contact:	Kandy Perkins
Title:	Executive Secretary/Asst. Superintendent
Email:	kperkins@mid-del.net
Phone:	405-737-4461 ext. 1226
PO Required?	Yes - PO Number:

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CUSTOMER:

Allovue, Inc.

By (Signature): _____

By (Signature): _____

Name (Printed): _____

Name (Printed): Jessica Gartner

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any User to access the Service.

1.2 "Allovue Technology" means: (i) the Service, Documentation, and all other proprietary and Allovue technology, documents, software, hardware, products, processes, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information used or provided by Allovue in connection with the Service or Services; and (ii) any modifications, improvements to, or derivative works of, any of the foregoing.

1.3 "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the operations of such Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

1.4 "Customer Data" means electronic data and information submitted or provided by or on behalf of the Customer.

1.5 "Documentation" means Allovue-provided standard user manuals and documentation for the Service.

1.6 "Dynamic Data" means Customer Data to be provided by, or on behalf of, Customer to Allovue and stored on Allovue servers as part of the Service. Such Dynamic Data shall be fully accessible by Customer and may be modified, deleted, or stored freely by Customer, in its sole discretion.

1.7 "Service" means Allovue's proprietary Balance solution that it makes available electronically on a software-as-a-service basis.

1.8 "Users" mean Customer's employees who are authorized to utilize the Service on Customer's behalf and who are provided with access to the Service by virtue of a password or the equivalent thereof.

2. SERVICE ACCESS.

2.1 Order. Customer will be able to order access to the Service, and other related training and professional development services, as set forth in more detail on the Specific Terms executed by the Parties. The Specific Terms shall set out a description of the Service, the fees and payment schedule associated with access to such Service, and other related terms. The Specific Terms will be attached to this Agreement and incorporated herein by reference.

2.2 Access Grant. Subject to the terms and conditions of the Agreement, Allovue grants Customer a limited, non-exclusive, non-transferable, non-sub licensable right to permit Users to access the features and functions of the Service as set forth on the Specific Terms and to use the Documentation solely for Customer's internal business purposes. Customer will access and use the Service solely in accordance with the Documentation and any usage limitations set forth on the Service Agreement. Subject to Customer's payment of the fees set forth in **Exhibit A**, Allovue will provide Customer with access to the Service during the Term of this Agreement. On or as soon as reasonably practicable after the Effective Date, Allovue shall provide to Customer the necessary passwords, security protocols, and policies, and network links or connections and Access Protocols to allow Customer and its Users to access the Service in accordance with the Access Protocols. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Allovue promptly of any such unauthorized use known to Customer.

2.3 Limitations. Customer agrees that it and its Users will not: (a) permit any third party to access and/or use the Service, other than the Users; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or Service or copy any ideas, features, functions or graphics of the Service; (f) access or use the Service in any manner that could damage, disable, overburden or impair any Allovue server or the networks connected to any Allovue server; (g) disable or circumvent any access control or related device, process or procedure established with respect to the Service; (h) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or collect information for any unauthorized purpose; or (i) use, or allow the use of, the Service for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Section 2.2. Customer will be responsible for acquiring, installing, and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.

2.4 Usage. Allovue will authorize access to the number of Users procured by Customer on the Service Agreement and/or by subsequent amendment by assigning unique passwords and user names. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User's passwords and user names. The Service may be accessed by no more than the specified number of Users. Additional User subscriptions that are added during the subscription term will be prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and the added User subscriptions shall be co-terminous. Customer will notify Allovue promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. Allovue reserves the right to terminate any username and password which Allovue reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by a User which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer. Customer will be responsible for all activity occurring under User accounts.

2.5 Availability. Allovue will use commercially reasonable efforts to provide support in accordance with its then-current support policies, which will at all times include phone and email assistance for basic usage questions concerning the Service during normal business hours (7:00 a.m. – 8:00 p.m. eastern time zone).

2.6 Cooperation. Customer acknowledges and agrees that the timely performance by Allovue hereunder is dependent upon Customer performing its obligations under this Agreement, and that any delay or failure to perform by Customer will extend the time for Allovue to perform. Customer will make available in a timely manner at no charge to Allovue all Customer Data and other technical data, files, documentation, and information and resources of Customer required by Allovue for performance.

2.7 Professional Services. Where the Parties have agreed to Allovue's provision of integration, research, analysis, development, design, operational and/or other professional services ("**Professional Services**"), they will enter into a mutually executed statement of work ("**SOW**") governing the provision of the initially required Professional Services. Each SOW will incorporate the terms and conditions of this Agreement and be attached hereto as Exhibit B. To the extent that a conflict arises between the terms and conditions of the SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern. The SOW will include (i) a description of the Professional Services; (ii) the schedule for the performance of the Professional Services; (iii) the ownership rights with respect to the work product resulting from the performance of the Professional Services (and if no such provision is provided, all ownership rights are and shall be vested in Allovue immediately); and (iv) Allovue's then-current rates for the performance of the Professional Services.

3. CUSTOMER DATA.

3.1 Usage. Customer acknowledges that Allovue may use, and Customer hereby grants to Allovue a limited, nonexclusive, irrevocable license to use, reproduce, modify, display, perform, and create derivative works of any Customer Data provided by Customer for the duration of the contract to provide the Service and any Professional Services to Customer. Customer further grants Allovue the right to create anonymous profiles and derivative insights, analysis, and statistics based on the Customer Data (the "Insights") that it may use as part of the Service for Customer and other customers of Allovue, as well as for Allovue's business purposes; provided, however, that such Insights do not disclose any Customer Confidential Information or otherwise disclose the identity of Customer, any users, or any of Customer's customers. To the extent that any Insights are created by Allovue, such Insights may be used by Allovue for any lawful purpose, even following the expiration or termination of this Agreement, provided that Allovue agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Insights.

3.2 Customer Commitment. Customer will use the Service and Documentation in compliance with all applicable laws and regulations. Customer will procure all rights, consents and privileges to: (a) obtain and transfer Customer Data to Allovue; (b) permit Allovue to collect, access, and use Customer Data in accordance with the terms of this Agreement; and (c) grant the rights and licenses in Section 3.1 (Usage). Customer will ensure that the provision of Customer Data to Allovue and Allovue's collection, access, and usage of Customer Data will comply with all applicable laws and regulations, including all privacy laws and regulations. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. The delivery of the Customer Data shall not, under any circumstances, create any implication that the information contained therein is correct, and Allovue does not undertake an obligation to update such information at any time after the date noted therein.

3.3 Dynamic Services. The transition of the Service to one that accommodates the use by Customer of Dynamic Data shall be accompanied by a new module that allows the user to interactively utilize the Dynamic Data. The use of the new module and associated Dynamic Data shall be governed by all terms and conditions applicable to Customer Data, along with the following additional terms and conditions:

- (a) Allovue agrees to provide adequate storage for and protect the Dynamic Data in accordance with the Agreement.

- (b) Customer shall be responsible at all times for the accuracy and quality of all Dynamic Data submitted via the Service to Allovue. For the avoidance of any doubt, Customer shall be responsible for the quality of all Dynamic Data and any changes made to the Dynamic Data

4. CONFIDENTIALITY.

4.1 Confidentiality. Each Party agrees to: (a) use the Confidential Information of the other Party only as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

4.2 Exceptions. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. OWNERSHIP

5.1 IP Ownership. The Allovue Technology is the exclusive property of Allovue or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Allovue Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Allovue Technology. All rights not expressly granted to Customer are reserved to Allovue. Ownership of all work product, developments, inventions, technology or materials provided by Allovue under this Agreement will be solely owned by Allovue, unless expressly stated otherwise pursuant to an SOW.

5.2 Third Party Software. The Service may utilize, contain, or otherwise use certain third party software (collectively, the "Third Party Software"). Third Party Software may be subject to additional licensing terms, which Allovue may deliver or make available from time to time to Customer, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement. Certain items of Third Party Software delivered with the Licensed Software are "open source" or "free software" licenses ("Open Source Software"). The Open Source Software is not subject to the terms and conditions of Sections 2.2, 2.3, 8, 9 or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software.

5.3 Customer Data. As between Allovue and Customer, Customer owns the Customer Data. All rights in Customer Data not expressly granted herein are reserved to Customer. Notwithstanding the foregoing: (a) Allovue will retain the ownership of any report template, report structure, and the like but not any Customer Data therein; and (b) Allovue may have other rights in publicly available aspects of the Customer Data.

5.4 Feedback. Allovue, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to Allovue in connection with the Service (all such comments and suggestions, collectively, "Feedback"). Customer grants Allovue a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Allovue products and services. Customer will provide written evaluations of the Service upon Allovue's reasonable request.

6. PAYMENT.

6.1 Fees. In consideration for the access rights granted to Customer and the Professional Services performed by Allovue under this Agreement, Customer shall pay all fees or charges set forth in the Exhibit (Fees) and any SOW. Unless otherwise set forth on an SOW, all payments for Professional Services are due within thirty (30) days of the date of the invoice sent by Allovue. Any annual or subscription fee(s) for the first period (either month or year, as applicable) of the term of this Agreement shall be paid within 45 days of the Effective Date. The annual or subscription fee for all subsequent periods of the term of this Agreement shall be paid on the first day of each subsequent period (by year). All payment obligations are non-cancelable and all amounts paid are nonrefundable. Allovue's fees are exclusive of all taxes, levies or duties imposed by taxing

authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Allovue's income.

6.2 Billing. 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.

6.3 Suspension. Allovue will have the right, in addition to any of its other rights or remedies, to immediately suspend Customer's access to the Service, without liability to Customer, if any undisputed amount due under this Agreement is not received by Allovue within fifteen (15) days after Allovue provided notice that such amount was overdue. Allovue will notify Customer of any suspension under this Section 6.3 as soon as reasonably practicable.

6.4 Non Delivered Licenses/Services. Any licenses, services or other contracted items stipulated in this Agreement that are not delivered within the relevant 12-month term will be treated as delivered and Allovue will have the right to collect, retain and recognize any associated fees.

7. CUSTOMER CONTENT AND RESPONSIBILITIES

7.1 Customer Warranty. Customer represents and warrants that any Customer Data hosted by Allovue as part of the Service shall not (a) infringe, misappropriate or violate any intellectual property rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Allovue is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the Service contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorized and improper use of the Service.

7.2 Customer Responsibility for Data and Security. Customer and its Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required in order to access the Service. Customer shall have the ability to export Customer Data out of the Service and is encouraged to make its own back-ups of the Customer Data. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

8. LIMITED WARRANTY AND DISCLAIMER.

8.1 Warranty. Allovue warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Allovue's then current Documentation for the Service under normal use and circumstances. If Customer notifies Allovue of a breach, Allovue will re-perform the nonconforming portion of the Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, DOCUMENTATION AND ANY PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WITH ALL FAULTS, AND ALLOVUE, ITS AFFILIATES, SUPPLIERS, CONTRACTORS AND LICENSORS MAKE NO (AND HEREBY DISCLAIM ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY ALLOVUE. ALLOVUE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE. Customer acknowledges and agrees that the Service will not be used, and is not licensed for use, in connection with any time-critical or mission-critical functions. The Service is not, nor is it intended to be, legal, financial, investment or other professional advice or a substitute for advice of an attorney, accountant or any other professional. To make sure that any information or suggestions fit Customer's particular circumstances, Customer should consult with an appropriate tax, investment or legal professional, or with the appropriate district decision-making authorities before taking action based on any data on the Service.

8.3 Internet Delays. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ALLOVUE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT.

9. LIMITATION OF LIABILITY.

9.1 Types of Damages. TO THE MAXIMUM EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL ALLOVUE OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY LOSS OR

DAMAGE CAUSED BY THE FAILURE OF THE SERVICE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, GOODS OR TECHNOLOGY. IN NO EVENT WILL ALLOVUE OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH ALLOVUE'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ALLOVUE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

9.2 Amount of Damages. THE MAXIMUM LIABILITY OF ALLOVUE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO ALLOVUE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE ALLOVUE'S LIABILITY. IN NO EVENT SHALL ALLOVUE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.3 Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

9.4 Basis of the Bargain. The Parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The Parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

10. INDEMNIFICATION.

10.1 By Allovue. Allovue will defend, indemnify and hold Customer harmless against any third-party loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the Licensed Software infringes such third party's U.S. patents or copyrights or trade secret rights under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, Allovue will have no liability for any Claim under this Section 10.1 to the extent that such Claim is based on: (a) Customer's unauthorized use or combination of the Licensed Software; (b) any use of the Licensed Software not in accordance with the Documentation; (c) modifications to the Allovue Technology, which modifications are not made by Allovue; or (d) use of a superseded release of the Licensed Software, where Allovue had provided Customer with a subsequent release of the Licensed Software at no charge (each of (a) through (d), a "**Customer Indemnity Responsibility**"). If the Licensed Software is or, in Allovue's opinion, likely to become the subject of any infringement-related Claim, then Allovue will, at its expense and in its discretion: (i) procure the right to continue to use the Licensed Software, as applicable; or (ii) modify or replace any such infringing material to make it non-infringing. If Allovue determines that neither of these alternatives is commercially practicable, then Allovue may terminate the Agreement and all outstanding Specific Terms and Statements of Work without further liability, except that Allovue will refund any prepaid but unused amounts.

10.2 By Customer. Customer will defend, indemnify and hold Allovue, its affiliates, employees, officers, directors and shareholders harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought by a third party based on the Customer Indemnity Responsibility.

10.3 Procedures. Any indemnification obligations set forth in this Agreement will be subject to the following conditions: (a) the indemnified Party will notify the indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification is sought; (b) the indemnifying Party will have sole control of the defense or settlement, provided that the indemnified Party will have the right to participate in such defense or settlement with counsel at its selection and at its sole expense; and (c) the indemnified Party will reasonably cooperate with the defense, at the indemnifying Party's expense.

10.4 Additional Indemnification. In addition to any other indemnification obligations arising under the Agreement, Customer, at its expense, agrees to indemnify, defend and hold harmless Allovue against all claims, actions, suits and proceedings by third parties (collectively, "Dynamic Data Actions") to the extent any Dynamic Data Actions arise from or are based on any claim relating to: (i) any material breach of the Agreement or this Amendment by Customer related to Dynamic Data; (ii) the conduct of Customer's own business related to the Dynamic Data; or (iii) the actions or inactions of Customer as related to the Dynamic Data. Customer shall pay all costs, losses, damages and reasonable attorney's fees that a court finally awards, and all settlements agreed to by Customer as a result of such Dynamic Data Actions.

11. TERMINATION.

11.1 Term. The term of this Agreement will commence on the Effective Date and continue until the expiration of the subscription period, as set forth on the Exhibit and the expiration of all SOWs entered into hereunder, unless earlier terminated in accordance with this Section 11 (“**Initial Term**”).

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and fails to cure such breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 Effect of Termination. Upon expiration or termination, Customer shall discontinue use of the Service and all rights granted to Customer hereunder will immediately terminate. Sections 3, 4, 5, 6, 9, 10, 11.3, and 12 will survive any termination of the Agreement.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (a) the word “including” shall not be construed as terms of limitation, and shall mean “including without limitation” and (b) any reference to days shall mean calendar days.

12.2 Governing Law. Unless otherwise prohibited by applicable law, this Agreement will be governed, construed and enforced in accordance with the laws of the State of Delaware, without reference to conflicts of law principles.

12.3 Publicity. Allovue may publicly refer to Customer, including on Allovue’s website and in sales presentations, as an Allovue customer and may use Allovue’s logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Allovue. Each Party hereby grants the other a limited, worldwide license to use the other’s logo in conformance with such Party’s trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 11.3 and provided no such shall be disparaging to the other Party. Allovue may also issue a press release announcing the relationship with Customer.

12.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.6 Remedies. Any actual or threatened breach of the Section 2.2 (Limitations) will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.7 No Assignment. Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

12.8 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

12.9 Relationship. Customer’s relationship to Allovue is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, authority to act on behalf of Allovue.

12.10 Notices. All notices required or permitted hereunder will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties’ respective addresses set forth in the preamble. All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier. The communications

between Customer and Allovue relating to the Service may use electronic means. For contractual purposes, Customer: (a) consents to receive communications from Allovue in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Allovue provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing.

12.11 Terms of Use & Privacy Policy. All users will be obligated to review and agree to Allovue's Terms of Use, available at <https://demo.allovue.com/terms-of-use>, and Privacy Policy, available at <https://demo.allovue.com/privacy-policy> prior to accessing and using the Service. Allovue retains the right to modify and update those documents as necessary.

EXHIBIT A - SPECIFIC TERMS

FEEES, SERVICES, TERMS & PAYMENT DATES

Term Beginning July 1, 2023 - One Year Each Term, 1 Year

Licenses & Implementation Services

Includes *Manage, Budget*, and hosting/ongoing support

Deliverable	Quantity	Term	Amount
License Renewal	Unlimited Users	2023-2024	\$62,370
Total Investment			\$62,370

Invoice will be sent upon Customer signature. Payment is due 30 days upon receipt of invoice.
Agreement is valid for signature through June 30, 2023.



Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Mike Bryan
Executive Director of Operations

TO: The Board of Education and Dr. Rick Cobb, Superintendent

FROM: Mike Bryan, Executive Director of Operations *MB*
Ron Stearns, Director of Transportation

RE: "Traversa" Student Transportation Bus Routing Software Renewal FY24

DATE: June 28, 2023

Recommend approval to renew the software product and service agreement with Tyler Technologies to continue upgrading the Transportation Dept.'s pupil transit software to Tyler "Traversa" Student Transportation Bus Routing Software in FY 2023-2024. This is the 2nd year of a 3-year agreement. Total annual cost of contract is \$23,856.00. Vendor is the sole source provider of this proprietary software product. Expenditure to be paid from Gen Fund 11, Proj 795 (ARP).

Thank you for your consideration.

Attachments

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
When they leave our schools, they will be **ready**.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Mid-Del Schools, Oklahoma.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from the number of Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.

- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s), or similar terms for the Third Party Software, as applicable and attached hereto.
- **“Transportation Solution Terms”** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler’s transportation solutions. Copies of current Transportation Solution Terms are included at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users or Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as

listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users or Defined Vehicles and, if applicable, the amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users, Defined Vehicles or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.
11. Planned Continuing Annual Education (PACE). PACE is an annual services program, which establishes credits used for training classes and other ongoing product education offerings. The total credits available for use are set forth in the Investment Summary and the term and invoicing of PACE are indicated in the Invoicing and Payment Policy. Unused PACE credits expire at the end of each annual term. In advance of any annual renewal term, you may elect to purchase a different amount of PACE credits for the subsequent annual term, subject to then-current pricing for that option.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The Agreement is in effect as of the Effective Date. The initial term for SaaS Services shall commence on January 1, 2023, and end June 30, 2025. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and

information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes,

including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you

and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. 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, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of

- this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Transportation Solution Terms
Schedule 1: Additional Tyler Drive Terms & Conditions
Schedule 2: Professional Hardware Installation Terms
Schedule 3: Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Units
Schedule 4: HERE End User Terms
Schedule 5: GeoTab Equipment Warranty |
| Exhibit E | Student Transportation Work Responsibilities |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Mid-Del Schools

By: Julian Biggers

Name: Julian Biggers

Title: Board President

Date: 12-12-22

Address for Notices:

Mid-Del Schools
7217 SE 15th Street
Midwest City, OK 73140
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
 Quote Expiration:
 Quote Name:

Maxwell Boucher
 2/12/23
 TMT Migration

Sales Quotation For:
 Mid-Del School District
 PO Box 10630
 7217 SE 15th Street
 Midwest City OK 73140

7217 SE 15th Street

Software as a Service (SaaS)

Description	QTY	List Price	First Year Cost
Student Transportation			
Student Transportation powered by Traversa			
Student Transportation Vehicles up to 50	1	\$ 19,689	\$ 19,689
Advanced Routing: Vehicles up to 50	1	\$ 0	\$ 0
Advanced Activity Trips: Vehicles up to 50	1	\$ 1,952	\$ 1,952
My Ride K-12: Vehicles up to 50	1	\$ 2,215	\$ 2,215
Reportwriter	1	\$ 0	\$ 0
TOTAL			\$ 23,856

Term # of Years 2.5

Fixed Fee Services

Description	Units	Price	Maintenance
2022-371616-B0L5L5			

Student Transportation			
Student Transportation powered by Traversa			
Migration Implementation - TMT	24	\$ 4,560	\$ 0
Base Training	1	\$ 1,856	\$ 0
TOTAL		\$ 6,416	\$ 0

Hourly Services

Description	Hours	Total
Student Transportation		
Student Transportation powered by Traversa		
Additional Student Transportation Training	24	\$ 4,560
-Advanced Routing Training (5)		
-Advanced Activity Trips Training (5)		
-My Ride K-12 Training (5)		
Go Live Assistance Implementation	14	\$ 2,660
-Core Go Live Assistance		
-Advanced Routing Go Live Assistance		
-Advanced Activity Trips Go Live Assistance		
-My Ride K-12 Go Live Assistance		
Project Management - Hourly	4	\$ 760
Total	42	\$ 7,980
TOTAL	42	\$ 7,980

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 23,856

Total Tyler Annual Services	\$ 0	\$ 0
Total Tyler Services	\$ 14,396	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 14,396	\$ 23,856
Contract Total	\$ 38,252	

Currency displayed as US Dollar

Comment

Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs. Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis."
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
- Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: Will Date: 12/3/22

Print Name: Dr. Rick Cobb P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** Year 1 SaaS Fees, prorated for the six (6) month period commencing January 1, 2023 and ending June 30, 2023, are invoiced on January 1, 2023. Subsequent SaaS Fees are invoiced on an annual basis, beginning on July 1, 2023. Your annual SaaS fees for the initial term indicated in Section F(1) of this Agreement, are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Services.**
 - 2.1. ***Implementation and Other Professional Services (including training):*** Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
 - 2.2. ***Other Professional Services:*** Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are invoiced as delivered.
3. **Transaction Fees.** Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. **Credit.** A credit for Versatrans Software Support and Maintenance fees paid for comparable Tyler Software Products replaced with the Tyler Software Products set forth in Exhibit A shall be provided to Client for the period commencing the first day of the month following connectivity to the SaaS products through the end of the paid term of the Tyler Support and Maintenance.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

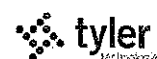
- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time, and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote locations; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Transportation Solution Terms

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Exhibit D
Schedule 1
Tyler Drive Terms and Conditions

Hardware Terms and Conditions

1. Warranty. Tyler passes through any applicable third-party hardware or services warranties provided by the provider of such hardware or services.
2. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
3. Disclaimer of Liability. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of or in any way related to the operation of the vehicle on which the tablet is installed. Client's installation and use of such tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. Disclaimer for Installation of Tablet. Except as may be provided in the Professional Hardware Installation terms in Schedule 2 to this Exhibit D, and subject to paragraph 2 "Installation and Acceptance" above, in no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of or in any way related to the installation of the tablet. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of, or in any way related to, where on the vehicle the Tyler Drive tablet is installed. Your use of the tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Hardware Products.

Tyler Drive Embedded Software Terms and Conditions

1. Client's use of the third party software included on Third Party Hardware (for the purpose of this Agreement, "Embedded Third Party Software") is restricted to executable code.
2. Client is prohibited from (i) transferring the Embedded Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Embedded Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Embedded Third Party Software shall not pass to Client or any other party.

4. Client is prohibited from reverse engineering, disassembling, or decompiling the Embedded Third Party Software and duplicating the Embedded Third Party Software except for a single archival copy. Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the Embedded Third Party Software developer and its licensors shall have no liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Embedded Third Party Software including, but not limited to, liability for use of Embedded Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
6. Client, at the time of termination of its Embedded Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Embedded Third Party Software and Documentation.
7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Embedded Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
9. All terms in the software developer click-through License Agreement (E204 and E300) included with Embedded Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Embedded Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Embedded Third Party Software.
10. Tyler may terminate Client's license in the event Client uses the Embedded Third Party Software separately from the Tyler Software Products and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Embedded Third Party Software.
11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
12. Tyler is prohibited from providing Client with updated versions of the Embedded Third Party Software in Tyler Software Products.

Tyler Drive Wireless Service Terms and Conditions

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network, or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned, or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY, OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR

- THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.
6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
 - A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
 - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
 - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
 7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
 8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
 9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical, or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
 10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
 11. In order to protect the wireless provider's network, operations and other customers, wireless provider may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a

Exhibit D
Schedule 1

manner prohibited by the applicable plan, option, feature, or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations, or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.



Exhibit D
Schedule 2
Professional Hardware Installation Terms

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3rd Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3rd Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.



Exhibit D
Schedule 3
Return Merchandise Authorization Process & Termination of GPS
& Tyler Drive Hardware Units

1. **TERMINATED UNITS.** Client is responsible for reporting terminated units to end their maintenance agreement on said unit(s). Client will continue to be billed until Tyler is notified of such termination. To notify Tyler, the Client must submit a completed GPS termination form, as shown attached, including the exact serial number(s) of the unit(s) being terminated, to our accounting department so invoices can be adjusted to reflect the termination. The date used to calculate the termination and any associated credits will be the date that Tyler's accounting department receives the completed notification.
2. **LIMITED WARRANTY ON PRO PLUS.** The "Warranty Period" means either: (a) the one (1) year period commencing on the activation date for the device; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other applicable rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, a justified written warranty claim and, if applicable, all affected devices (returned at your expense), prior to the expiration of the Warranty Period, we will either repair or replace such device. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. Additionally, for claims under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our sole discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.
3. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defect, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our units) are not covered by this process, and we are not responsible for malfunctions by, in, or caused by such products, services, or items.



Tyler GPS Termination Form

Client Name:

Please list all serial numbers that you are requesting to have terminated, along with your reason for termination:

Serial Number	Reason for Termination

Note: All listed units will be terminated upon receipt of this signed document. Additional charges will apply for reactivation of a terminated unit. Hardware Maintenance for terminated units will be adjusted for the renewal following the request for termination. Partial credit/refund of annual fees paid is not available.

Signature:

Printed Name and Title:

Date:



AFFIDAVIT

Please sign and return to cancel products

In regards to the following listed product(s):

Support for GPS and related products

Customer acknowledges that it no longer will receive software updates, "bug fixes", services or telephone support for the listed products.

Customer acknowledges that, if it decides to later utilize the listed products, it must either pay for the products at then-current pricing or remit payment for support fees that would have been due if the products had remained in continual use.

Note: I understand that I am terminating the selected device(s) whereby they will no longer function in any capacity. I also understand that, for purchased devices, if I wish to reuse the terminated device(s) in the future, I will have to return the device(s) to Geotab for reactivation, from which additional charges may incur.

Authorized Representative

Printed Name and Title

Date

Please return this form via email to: AR@tylertech.com or by Fax: 806-797-4849





**Exhibit D
Schedule 4
HERE End User Terms**

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules, and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101 and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.



Exhibit D
Schedule 5
Geotab Equipment Warranty

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services, or items. Client may need to purchase, license, or procure products, software, data, or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data, or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet, or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF

DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements, and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.



Exhibit E Traversa Work Responsibilities

Mapping

Tyler will provide Client Access in Tyler's data center to a digitized map which was exported from the District's Routing & Planning map at the beginning of the Implementation process. The Traversa map will be the same map as provided by the Client. (Please note: Any changes made to the Versatrans Routing & Planning database after the final import into Traversa will not be updated in Traversa by Tyler and will require manual entry by the district staff.)

Student File Preparation

The student file in the client's Routing & Planning data will come into Traversa during the migration process. Tyler will train the Client during Implementation to set up a student import template. Tyler will train the Client on the import process and perform an import with an updated student file.

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 C (3) 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

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. Should on-site Training be requested, travel expenses will be charged at actual cost, as incurred, in accordance with our then-current Business Travel Policy (available upon request). 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 connected to Tyler's data center.

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.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 11 Cornell Road, Latham, New York 12110 ("Tyler") and Mid-Del Schools, with offices at 7217 SE 15th Street, Midwest City, Oklahoma 73140 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 14, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. Client and Tyler acknowledge that certain required training services were inadvertently not included in the sales quotation attached as Exhibit A to the Agreement. Accordingly, the sales quotation attached as Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the sales quotation attached to this Amendment as Exhibit 1.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Mid-Del Schools

By: _____

By: [Signature] _____

Name: _____

Name: DR. RICK COBB _____

Title: _____

Title: Superintendent _____

Date: _____

Date: 1/3/23 _____





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Maxwell Boucher
 Quote Expiration: 2/12/23
 Quote Name: TMT Migration

Sales Quotation For:
 Mid-Del School District
 PO Box 10630
 7217 SE 15th Street
 Midwest City OK 73140

Software as a Service (SaaS)

Description	QTY	List Price	First Year Cost
Student Transportation			
Student Transportation powered by Traversa			
Student Transportation Vehicles up to 50	1	\$ 19,689	\$ 19,689
Advanced Routing: Vehicles up to 50	1	\$ 0	\$ 0
Advanced Activity Trips: Vehicles up to 50	1	\$ 1,952	\$ 1,952
My Ride K-12: Vehicles up to 50	1	\$ 2,215	\$ 2,215
Reportwriter	1	\$ 0	\$ 0
TOTAL			\$ 23,856
Term # of Years			3

Fixed Fee Services

Description	Units	Price	Maintenance
2022-371616-B0L5L5			

Student Transportation			
Student Transportation powered by Traversa			
Migration Implementation - TMT	24	\$ 4,560	\$ 0
Base Training	1	\$ 1,856	\$ 0
TOTAL		\$ 6,416	\$ 0

Hourly Services			
Description	Hours	Hours	Total
Student Transportation			
Student Transportation powered by Traversa			
Additional Student Transportation Training	24		\$ 4,560
-Advanced Routing Training (5)			
-Advanced Activity Trips Training (5)			
-My Ride K-12 Training (5)			
Go Live Assistance Implementation	14		\$ 2,660
-Core Go Live Assistance			
-Advanced Routing Go Live Assistance			
-Advanced Activity Trips Go Live Assistance			
-My Ride K-12 Go Live Assistance			
Project Management - Hourly	4		\$ 760
<i>Total</i>	<i>42</i>		<i>\$ 7,980</i>
TOTAL	42		\$ 7,980

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 23,856

Total Tyler Annual Services	\$ 0	\$ 0
Total Tyler Services	\$ 14,396	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 14,396	\$ 23,856
Contract Total	\$ 38,252	

Currency displayed as US Dollar

Comment

Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs. Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis."
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
- Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Dr. Rick Cobb
Superintendent

Erin Rennick White
Executive Director of
Technology

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1282

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

To: The Board of Education and Dr. Rick Cobb.

From: Erin Rennick White, Executive Director of Technology

Date: June 28, 2023

Re: Nearpod Lessons and Flocabulary

I am asking for the approval of a renewal of Nearpod which uses insights from 20+ formative assessment and dynamic media features to guide your teaching and improve student outcomes. Teachers are able to adapt instruction or address misconceptions on-the-fly and differentiate, enrich, or provide extra support to meet students where they're at from wherever they are learning (physical classroom, remote, hybrid). Flocabulary will serve 1200 students between Pleasant Hill ES, Epperly ES, & Del City ES.

The total cost of this is \$47,552.00 and will be funded from fund 11, projects 000 and 511. This will serve from 07/01/2023-06/30/2024.

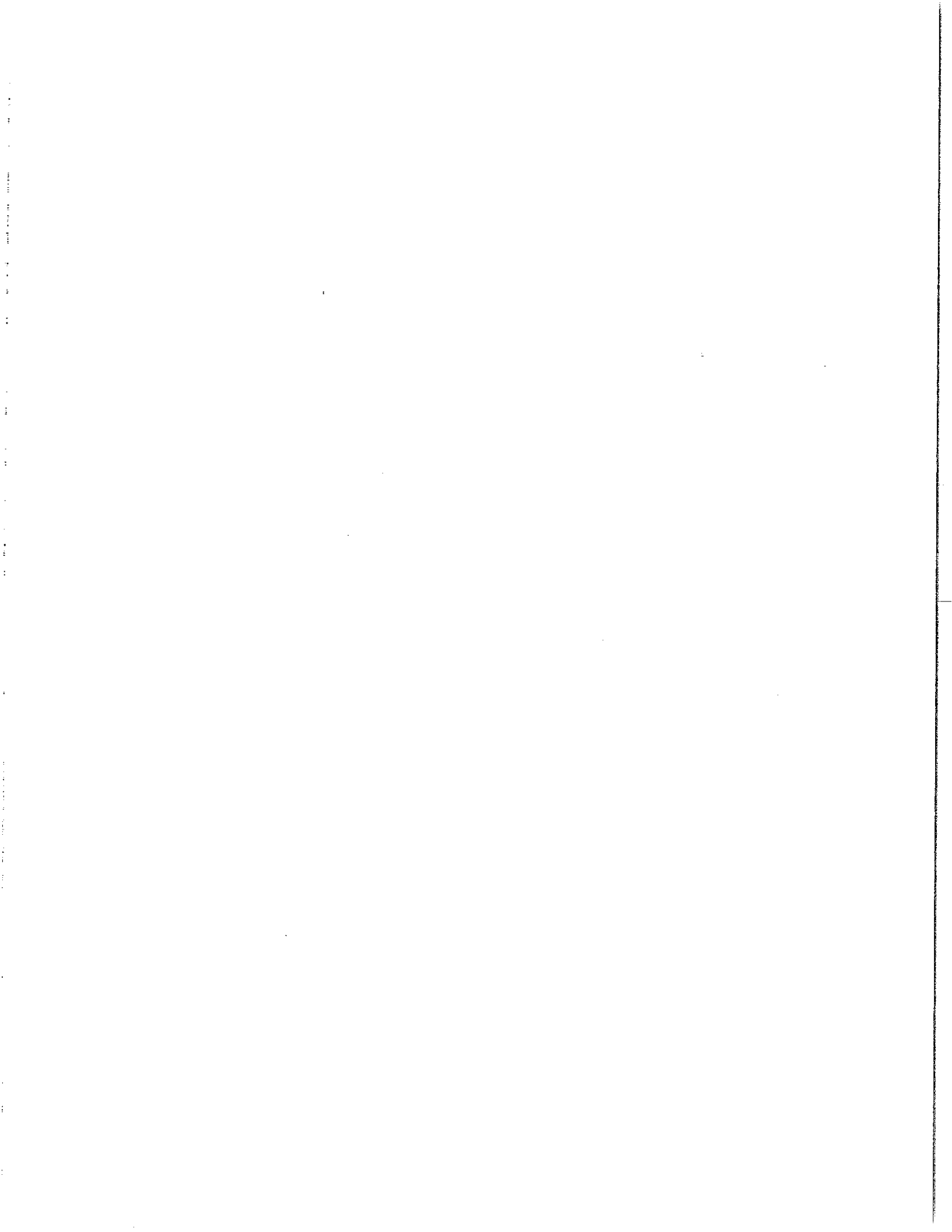
Per attached quote #192399

Mission Statement:

When the young people of Mid-Dei enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.





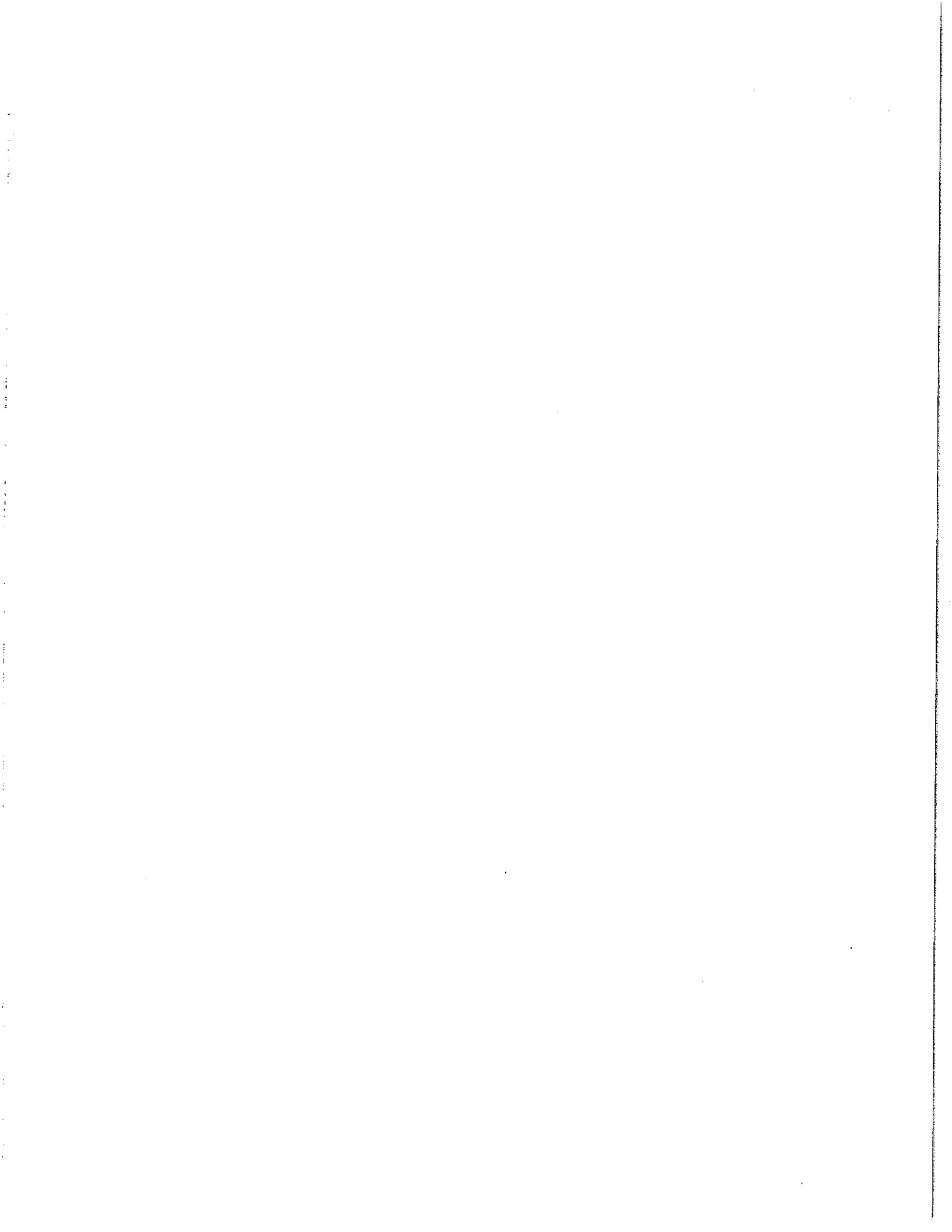
Quote ID: 192399

Sales Order For:	Contact Information:
Account: MIDWEST CITY-DEL CITY	Company Name: Nearpod Inc.
Address: PO BOX 10630 MIDWEST CITY, Oklahoma 73140 UNITED STATES	Address: 1855 Griffin Road A-290 Dania Beach, FL 33004
Contact: Erin Rennick-White	Nearpod Contact: Patrick Gardiner patrickg@nearpod.com
	Company Phone: 305-677-5030
Service Start: 07/01/2023	Please Note: If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.
Service End: 06/30/2024	

PRODUCTS

Product	Quantity	Total
Nearpod Premium Plus 4 Online Trainings	District	\$41,477.00
Flocabulary Plus	3 Sites	\$6,075.00
	Total	(USD) \$47,552.00

Special Terms:
Nearpod pricing based on Grades 4-12, but access will be turned on district wide.



Product Description Detail

Nearpod Premium Plus - District

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Flocabulary Plus

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections.
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- Upcoming comprehension content and features exclusive to Flocabulary Plus with 200+ new lessons and a new interactive activity

Online Training

Online Training:

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Training Policy

Training Cancellation Policy

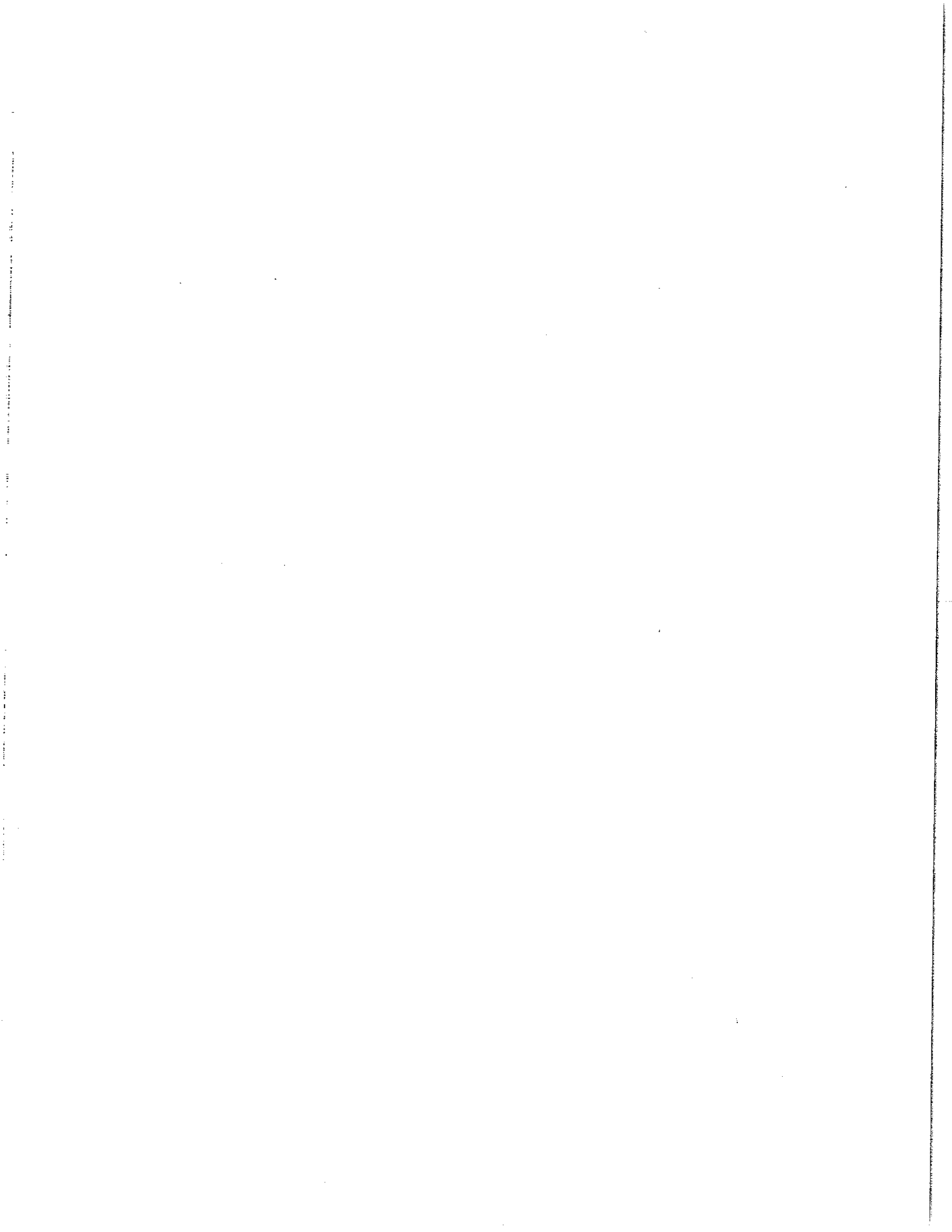
Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>



Terms

This Sales Order is valid until: 06/30/2023

Service will run from 07/01/2023 until 06/30/2024, 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) \$47,552.00.

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.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. 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.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Payment? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

Please provide email address to receive secure payment link: _____

Expiration Date: _____

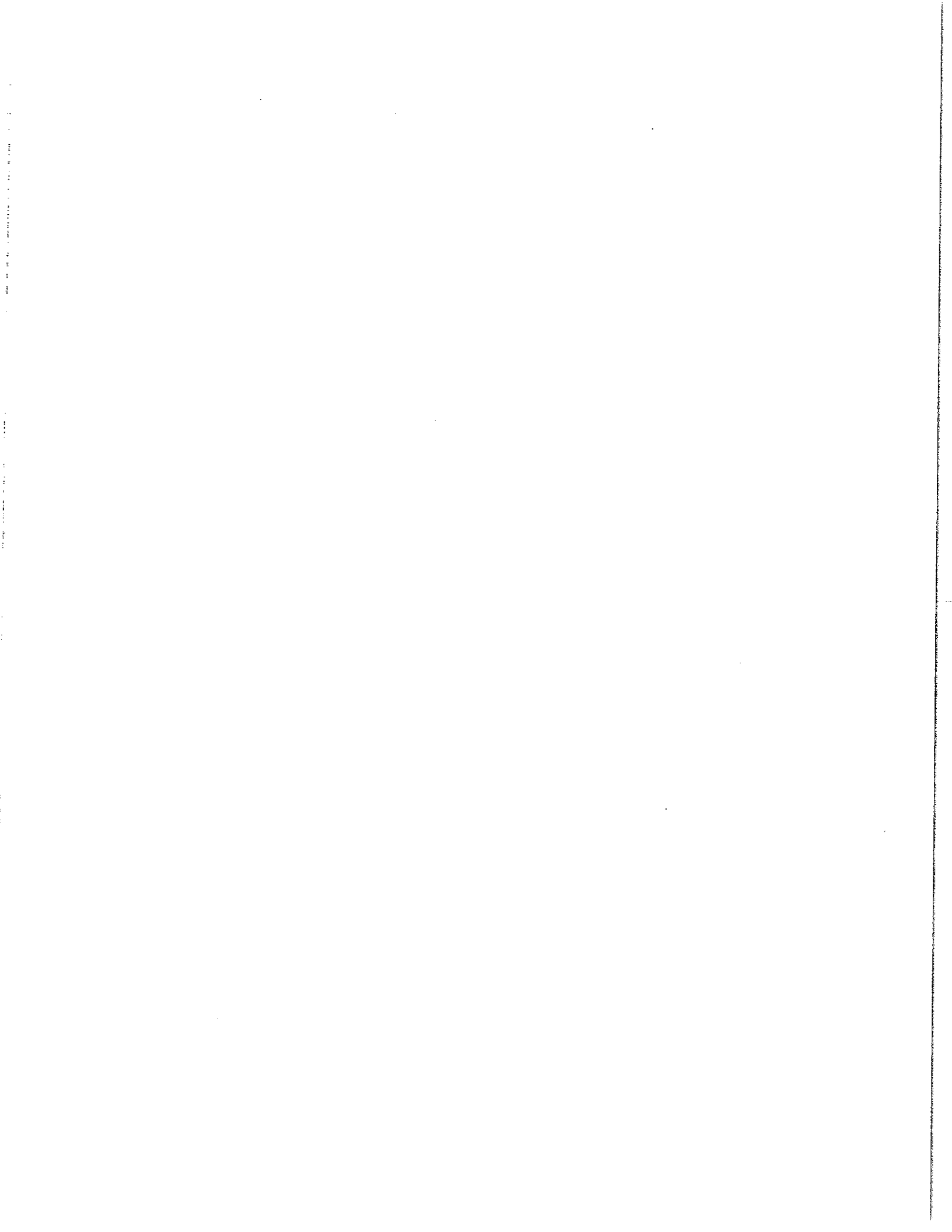
Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____



**Request for Taxpayer
 Identification Number and Certification**

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

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

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

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 codes.
 Individual 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 one 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) _____
 (Apply to accounts held and paid to U.S.)

5 Address number, street, and apt. or suite no. See instructions.
1855 Griffin Road, A290

6 City, state, and ZIP code
Dania Beach, Florida 33004

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									
4	6	-	0	9	9	3	6	7	9

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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: **Severine Vieux** Date: **01/10/2023**

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.

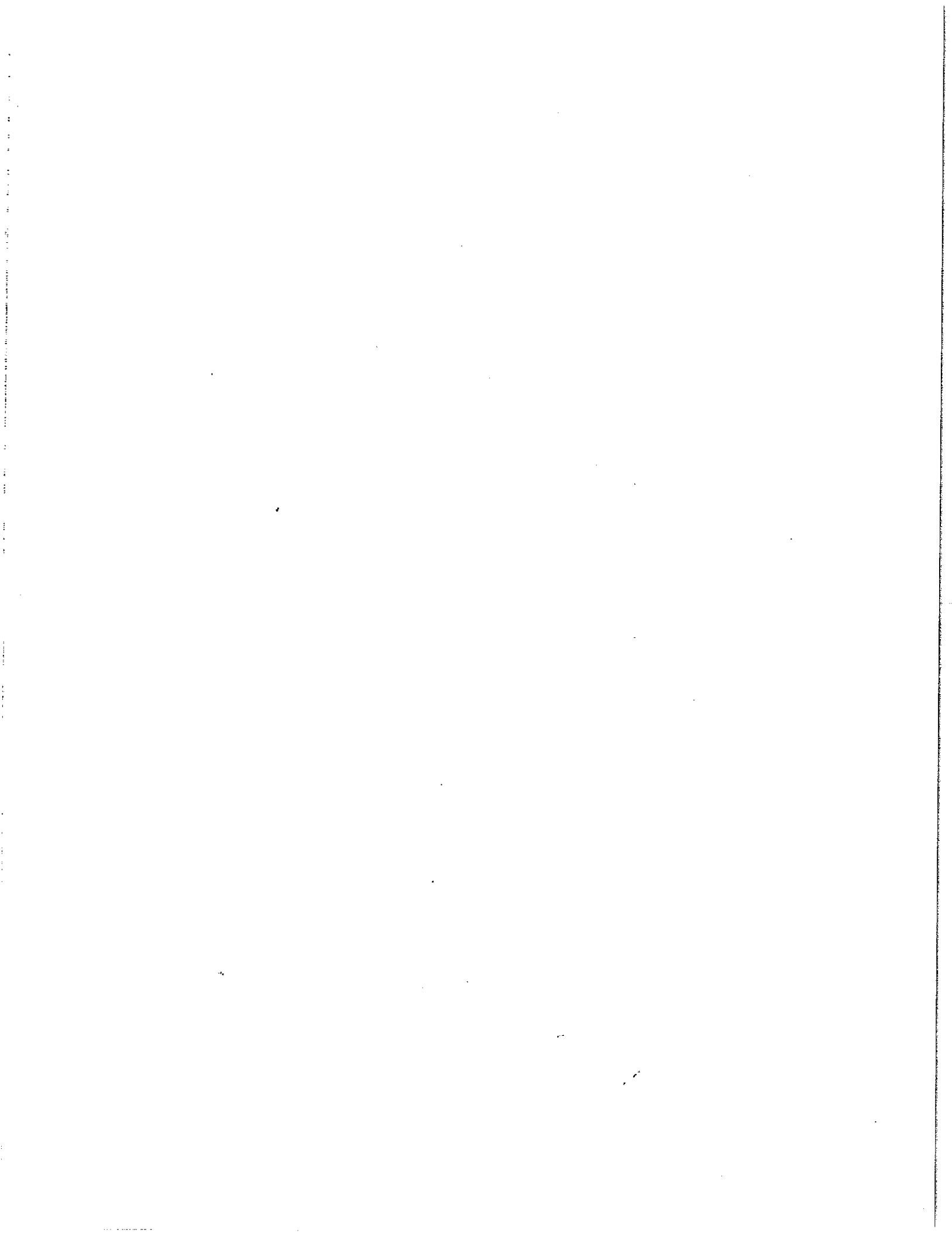
Purpose of Form

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.



Rick Cobb, Ph.D.
Superintendent



Mr. Andy Collier
Director of
Student Activities

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

To: The Board of Education and Dr. Rick Cobb

From: Andy Collier, Director of Student Activities *CAC*

Date: June 28, 2023

RE: Board Approval for Renewal of the BSN Exclusive Supplier Agreement for Athletic Uniforms, Equipment & Supplies for 2023 - 2024

Recommended approval for the renewal of the District Wide purchases of athletic equipment, uniforms and supplies for the 2023-2024 school year from Varsity Brands Holding Co., Inc. DBA: BSN Sports LLC & US Games on an Exclusive Supplier Agreement. This will be the third year of a five-year agreement. Expenditures to be paid from Allocated Funds, SAF and Bond Fund 35, Project 196. Increase in purchases is due to Bond Fund 35 Allocations distributed to Athletic Department to each secondary site.

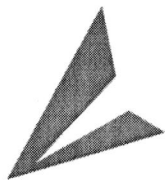
If you have any questions, please let me know.

Mission Statement

When the young people of Mid-Del enter our schools, they will be safe.

When they enter our classrooms, they will be challenged.

When they leave our schools, they will be ready.



BSN SPORTS™

EXCLUSIVE SUPPLIER AGREEMENT

BSN SPORTS, LLC, a Delaware limited liability company ("BSN SPORTS") is pleased to offer **MIDWEST CITY DEL CITY SCHOOL DISTRICT** the **BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT** (the "Agreement") for the purchase and supply of NIKE apparel and footwear along with any and all other equipment offered for sale to School by BSN SPORTS.

Benefits:

1. "Premier Pricing" shall apply to all footwear, apparel and equipment purchased by School at the following rates*:

-
- **40% off retail price on all NIKE apparel**
- **30% off retail price on all NIKE footwear and equipment**
- **35% off retail price on all NIKE Custom uniforms purchased within the timeframe specified in the BSN SPORTS uniform Schedule.**
- **30% off retail price on all NIKE licensees such as ENI-JR286, Marchon Eyewear, Perry Ellis Swim & APS Wrestling.**
- **20% off catalog price on all BSN SPORTS proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and sale items)**
 - BSN SPORTS proprietary products are identified in our catalog with a black star icon next to the product code.
- **10% off catalog price on all non-branded products from BSN SPORTS catalog.**
 - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

* If the footwear, apparel or equipment has an associated fee (e.g., royalty, licensing fee), the discounts above are subject to change in BSN SPORTS' sole discretion.

2. **BSN Sports Product / Apparel Rebate:** School shall receive the following in free product rebates pursuant to its purchase of NIKE apparel, footwear and equipment under this Agreement ("Product Rebate"). Subject to the terms below, at the end of each school year of this Agreement, the School will receive a Product Rebate from the catalog(s) provided by BSN SPORTS and subject to availability at the time of order. Product Rebates are available after the requirements below are met (including, without limitation, the Annual Spending Level with BSN SPORTS as set forth below) and must be utilized within forty-five (45) days of the end of the school year in which the rebate was earned. A Product Rebate balance does not carry over from school year to school year. School must be current on all payment obligations to BSN SPORTS to be eligible for the Product Rebate.

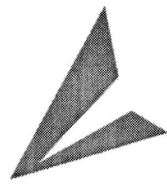
Annual Spending Level

- \$500,000+

Annual Rebate amount

10% of annual spend in NIKE apparel or BSN SPORTS proprietary equipment at retail catalog price.

FOOTBALL
 BASKETBALL
 VOLLEYBALL
 SOCCER
 BASEBALL
 LACROSSE
 TENNIS
 SOFTBALL
 UNIFORMS
 TRACK & FIELD
 STRENGTH & FITNESS
 WRESTLING
 SPORTS MED
 SPEED
 AGILITY
 SCOREBOARDS
 BENCHES & BLEACHERS
 COACHING
 AQUATICS



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- **\$350,000+** **Annual Rebate amount**
8% of annual spend in NIKE apparel or
BSN SPORTS proprietary equipment at retail catalog price.
- **\$200,000+** **Annual Rebate amount**
6% of annual spend in NIKE apparel or
BSN SPORTS proprietary equipment at retail catalog price.
- **\$50,000+** **Annual Rebate amount**
5% of annual spend in NIKE apparel or
BSN SPORTS proprietary equipment at retail catalog price.

- BSN SPORTS proprietary equipment is identified in BSN SPORTS catalog with a black star icon next to the product code.
- Unused promotional product amounts, as of 5:00 pm on 5/15 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

3. **NIKE Team Sports Product Rebate:** School shall receive the following in free NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 3: **\$35,000** in NIKE promotional product at retail price
- Year 4: **\$35,000** in NIKE Promotional product at retail price
- Year 5: **\$35,000** in NIKE Promotional product at retail price
- Promotional product allocation is the sole responsibility of school.
- Unused promotional product amounts, as of 5:00 pm on 4/20 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

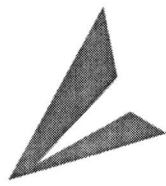
4. **BSN SPORTS DISTRICT ATHLETIC DIRECTOR STIPEND:** BSN SPORTS will provide a one-time **\$5,000** stipend. The stipend will be used on BSN Promotional product at retail price.

5. **Performance Incentive:**

- **\$500** in free NIKE product at retail price, for any school athletic programs that receives Coach of the Year Award (OSSAA RECOGNIZED).
- **\$1,000** in free NIKE product at retail price, for any school team that wins the Oklahoma State Championship (OSSAA RECOGNIZED).
 - In any sport (Cross Country, Track & Field, Wrestling, Swimming & Diving) where student athletes individually qualify to represent team, incentive will only apply, when it's 3 or more student athletes.

6. **Marketing Package:** School shall receive a credit of **\$10,000** to be applied towards items from the VIP Branding line of products, as well as those available via VIP Branding's Dreamseat package offerings. Such is only available during the initial year of the

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
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LACROSSE
TENNIS
SOFTBALL
UNIFORMS
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STRENGTH &
FITNESS
WRESTLING
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SPEED
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BENCHES & BLEACHERS
COACHING
AQUATICS



BSN SPORTS™

agreement and does not apply to products offered through BSN Sports. VIP Branding reserves the right to use branding elements, facility branding mock-ups, and customer/installer photography for use in educational or promotional material in print, multimedia, or web form.

7. **BSN SPORTS SIGNING BONUS:** BSN SPORTS will provide a one-time **\$8,000** signing bonus. The bonus will be used on BSN Promotional product at retail price.
8. **BSN SPORTS E-Commerce Incentive:** Setup of BSN SPORTS Sideline Store with link on main athletic department website, at no charge for School with a **12%** royalty in promotional product, for each year of contract.
9. **BSN SPORTS Service Promise:** BSN SPORTS will provide a dedicated sales professional ("BSN SPORTS Representative") to conduct bi-weekly on site visits to School throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing 24 hour response for all questions and concerns. BSN SPORTS will also carry a minimum of \$25 Million dollars of NIKE product at any given time.

Terms and Conditions:

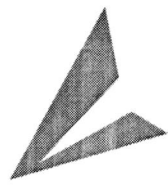
1. **Exclusive Supplier.** School will use BSN SPORTS as their exclusive supplier for any and all of its athletic apparel, footwear, and equipment needs. It is also agreed that School will adhere to the BSN SPORTS product planning calendar to help ensure availability and delivery in a timely manner.
2. **NIKE Apparel at Events.** School's coaching staff and athletes will only wear NIKE branded footwear and apparel at competitions whenever possible.
3. **Purchase of NIKE & Other Products.** School shall notify its athletes that My Team Shop, which is operated and owned by BSN SPORTS, will serve as the online purchasing site for all additional NIKE products purchased directly by athletes, as well as their family and friends. School cannot guarantee that athletes and their family and friends will exclusively use the My Team Shop to purchase NIKE products. Each sport will offer at least one My Team Shop opportunity to their student athlete families/fans/alumni per year throughout length of agreement.
4. **Promotion.** School will promote this partnership through public announcements at events and signage (provided by BSN SPORTS) at football, basketball, baseball games and any other sporting event. A ½ page advertisement supplied by BSN SPORTS shall appear in School's media guide distributed or displayed at any such event. Also, BSN SPORTS will receive: (i) two (2) tickets or passes, as applicable, to all School athletic games, competitions, and tournaments or similar events, and (ii) one (1) vendor / athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations and campus visits. BSN SPORTS will receive 1 free hole sponsorship and foursome at annual golf outing. Static logos for BSN SPORTS & NIKE to appear on banner of athletic department website as the official supplier.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
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COACHING
AQUATICS



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BASKETBALL
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LACROSSE
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AQUATICS

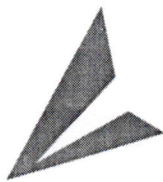
5. **Payment Terms.** School must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates. Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.
6. **Additional Charges.** Decoration charges (including charges for embroidery and screen printing) are extra
7. **Exclusions.** Products sold to Cheerleading through Varsity Spirit Fashion, will not be included in spending level totals.
8. **Freight and Shipping.** School is responsible for all freight/shipping charges of 6% on all small parcel shipments via FedEx and 18% on any LTL AND FTL FREIGHT TRUCKED shipments, resulting from merchandise purchased and/or received under this Agreement. However, School shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN SPORTS.
9. **Term of Agreement.** The term of this Agreement shall be for five (4) years, continuing July 1, 2022, through June 30, 2026 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) School may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the Initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should School receive an offer during the Shopping Period, School shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.
10. **Termination of Agreement.** If BSN SPORTS or School should fail to perform or be in breach of any of the warranties, representation, covenants or obligations contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.
11. **Confidentiality.** Excluding disclosures made to attorneys, auditors, or other third-party consultants, the terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a breach of this Agreement.



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12. **Severability.** Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.
13. **Force Majeure Event:** Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event.
- Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.
14. **COVID-19.** The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Agreement. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure event under this Agreement. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Agreement unworkable or overly burdensome, the affected party may terminate or postpone the Agreement without penalty, provided written notice is provided to the other party at least 30 days before the event.
15. **Non-waiver.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
16. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH & FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



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17. Assignments. Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a "Change of Control" means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.

18. Notices. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN SPORTS:
BSN SPORTS, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Todd Northrop

With a copy to:
Varsity Brands, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Chief Legal Officer

If to School:
[INSERT]

19. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas.

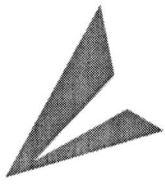
20. Modification of Agreement. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this ____ day of APRIL 2023.

Signed: _____

Director of Athletics
MIDWEST CITY DEL CITY DISTRICT

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH & FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



BSN SPORTS™

Signed: *[Signature]*

Business Office,
MIDWEST CITY DEL CITY DISTRICT

Signed: *[Signature]*

Regional Sales Manager
BSN SPORTS, LLC

CONFIDENTIAL

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
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BENCHES&BLEACHERS
COACHING
AQUATICS

Rick Cobb, Ph.D.
Superintendent



Mr. Andy Collier
Director of
Student Activities

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

To: The Board of Education and Dr. Rick Cobb

From: Andy Collier, Director of Student Activities *CAC*

Date: June 28, 2023

RE: Internal Activities Review Committee

Board Policy J-5 states in part: "The Mid-Del Board of Education shall appoint, at the beginning of the school year, an Internal Activities Review Committee. This committee shall be responsible for reviewing and recommending any deviation of the extra-curricular activities." In accordance with that policy, I submit for your approval the following staff members to make up the Internal Activities Review Committee for school year 2023-2024:

Shane Sanders
Alana Edds
Russell Johnson
Diana Williams

Principal
Assistant Principal
Assistant Principal
Fine Arts
Instructional Facilitator

Midwest City Middle School
Carl Albert Middle School
Del City Middle School
Administration Building

Thank you for your consideration of the request for approval of the Internal Activities Review Committee.

Mission Statement

When the young people of Mid-Del enter our schools, they will be safe.

When they enter our classrooms, they will be challenged.

When they leave our schools, they will be ready.



Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Jacqueline Woodard
Chief Financial Officer

To: Board of Education and Dr. Rick Cobb

From: Jacqueline Woodard, Chief Financial Officer 

Date: June 28, 2023

Re: MUNIS, VersaTrans, and TransVersa Software, Licenses, and System Support Renewal for FY23-24

I am recommending the renewal of MUNIS and VersaTrans software, licenses, and system support contracts for the 2023-24 school year. These agreements are with Tyler Technologies, Inc. MUNIS provides financial and human resources Enterprise Resource Planning (ERP). VersaTrans provides transportation planning, routing, and tracking.

The total cost for renewal will be \$173,408.86 with \$147,010.42 for MUNIS, \$2,542.44 for Versa Trans and \$23,856 for TransVersa to be paid from Fund 11, Project Code 795.

Attachment:

1. MUNIS Software Support and Update Licensing Quote
2. VersTrans Software Support and Update Licensing Quote
3. VersaTrans Renewal Quote

Thank you for your consideration.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.



Empowering people who serve the public®

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
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Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

To: MID-DEL SCHOOL DISTRICT
 ATTN: TRESA CANTRELL
 7217 SE 15TH STREET
 MIDWEST CITY, OK 73110
 United States

Ship To: MID-DEL SCHOOL DISTRICT
 ATTN: TRESA CANTRELL
 7217 SE 15TH STREET
 MIDWEST CITY, OK 73110
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	41494	Net 30	USD	ELEC	

No.	Item/Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Mid-Del Schools, OK								
1	Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	23,740.20	.00	23,740.20
2	Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	2,700.00	.00	2,700.00
3	Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	15,775.10	.00	15,775.10
4	Renewal: SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,354.62	.00	3,354.62
5	Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,622.99	.00	3,622.99
6	Renewal: SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,811.51	.00	1,811.51
7	Renewal: SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,147.30	.00	1,147.30
8	Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,321.09	.00	3,321.09



Empowering people who serve the public®

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
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Company	Order No.	Date	Page
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Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
9 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,019.15	.00	3,019.15
10 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,622.99	.00	3,622.99
11 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,781.28	.00	1,781.28
12 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,321.09	.00	3,321.09
13 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	13,737.15	.00	13,737.15
14 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	6,038.31	.00	6,038.31
15 Renewal: SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	2,656.85	.00	2,656.85
16 Renewal: SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,660.54	.00	1,660.54
17 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,019.15	.00	3,019.15
18 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,509.57	.00	1,509.57
19 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	2,566.30	.00	2,566.30



Empowering people who serve the public®

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	189390	04/13/2023	3 of 3

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
20	Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	5,031.93	.00	5,031.93
21	Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	2,566.30	.00	2,566.30
22	Renewal: SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,321.09	.00	3,321.09
23	Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	6,038.31	.00	6,038.31
24	Renewal: TCM ADVANCED OCR MAINTENANCE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,509.57	.00	1,509.57
25	Renewal: TYLER CONTENT MANAGER WEB MAINTENANCE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,509.57	.00	1,509.57
26	Renewal: SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,019.15	.00	3,019.15
27	Renewal: TYLER SYSTEM MANAGEMENT SERVICES - ADDITIONAL ENVIRONMENT Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	3,000.00	.00	3,000.00
28	Renewal: TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	22,609.31	.00	22,609.31

Does not include any applicable taxes

Order Total: **147,010.42**

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	189050	04/05/2023	1 of 1

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

To: MID-DEL CITY ISD NO. 52
 TRANSPORTATION DEPARTMENT
 P.O. BOX 10630
 MIDWEST CITY, OK 73140
 United States

Ship To: MID-DEL CITY ISD NO. 52
 TRANSPORTATION DEPARTMENT
 P.O. BOX 10630
 MIDWEST CITY, OK 73140
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41494		Net 30	USD	ELEC	

No. Item/Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Mid-Del Schools, OK							
1 Renewal: VersaTrans FleetVision Support - Single User Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,015.27	.00	1,015.27
2 Renewal: VersaTrans SIF Extended Support Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	1,527.17	.00	1,527.17

Does not include any applicable taxes

Order Total: **2,542.44**

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

41494 MID-DEL SCHOOLS, OK

1000000033

1000000033	1	22996	Generated	4/1/11	44528		
1000000033	2	22996	Generated	4/1/11	44529		\$55,110.25
1000000033	3	22996	Generated	6/29/11	50205		\$123,720.50
							\$55,110.25

1000010655

1000010655	1	184111	Generated	1/1/23	405521	Yr 1 Student Transportation SaaS Agreement (Migration) - Prorated 01/01/2023-06/30/2023	\$11,928.00
1000010655	2	184111	Open	7/1/23		Yr 2 Student Transportation SaaS Agreement (Migration) - 07/01/2023-06/30/2024	\$23,856.00
1000010655	3	184111	Open	7/1/24		Yr 3 Student Transportation SaaS Agreement (Migration) - 07/01/2024-06/30/2025	\$23,856.00



Dr. Rick Cobb
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Jacqueline Woodard
Chief Financial Officer

To: The Board of Education

From: Dr. Rick Cobb, Superintendent
Mr. Jeremy Payne, Warehouse Coordinator

Re: Quote on Copy Paper, and Custodial Supplies for 2023-24 School Year
Mid-Del Project 2309

Date: June 28, 2023

Mr. Jeremy Payne, Warehouse Coordinator, recommends the purchase of copy paper and custodial supplies as listed on the quote tabulation sheet. The total cost if purchased in July 2023, is \$368,983.15 to be paid as follows: \$363,289.20 from General Fund 11 and \$5,693.95 from Mid-Del Technology Center Fund 12.

There was an increase from the 2022-2023 Copy Paper, Custodial Supplies Bid compared to the 2023-2024 bid of approximately \$56,153.35. This is due to increase in quantity and quality.

Attached is a copy of the bid recap and a letter of recommendation from Mr. Payne. If you have any questions, please let us know.

Midwest City-Del City Schools
Copy Paper and Custodial Supplies, Project #2309
June 28, 2023

Specifications	Qty	Brady Industries of Nevada LLC Price	Central Poly-Bag Corp Price	Contract Paper Group Inc Price	Dispose N' Save LLC Price	Floor-Tech Janitorial Price	Liberty Paper Price	Oklahoma Janitorial Supply Price	Seminole Chemical & Supplies Price	South Central Industries Inc Price	Staples Inc Price	Unipak Corp Price	Verity Operating Company Price
8 1/2" x 11" White 20 lb Dual Purpose Copy Paper w/high brightness, moisture proof wrapping & low fiber content For Admin: 0 Cases SAMPLES REQUIRED	3,360 cs. 3 1/2 Truckloads	A-#Relia \$48.65 cs B-No Bid	Required Samples Were Not Submitted	A-Import \$32.73 cs B-Domestic \$36.10 cs C-Natural Choice \$32.50 cs	No Bid	No Bid	Premier PRE811W \$34.30 cs	Required Samples Were Not Submitted	Required Samples Were Not Submitted	Required Samples Were Not Submitted	Staples Item #1199946 \$35.80 cs	No Bid	Comet-UPM U31473 #10802527 \$37.34 cs
2-Ply White Bathroom Tissue 96 rolls per case For Admin: 800 Cases SAMPLES REQUIRED	800 cs.	A-Brady \$41.18 cs B-Brady \$40.55 cs	No Bid	No Bid	No Bid	NPS 12325 \$46.92 cs	No Bid				No Bid	No Bid	Reliable #V00355 \$49.97 cs
2-Ply White Bathroom Tissue - Windsor Junbo APPL 3.5x900 9DI #V00351 JRT Reey Paper 12 rolls per case For Admin: 55 Cases SAMPLES REQUIRED	55 cs.	A-Brady \$29.15 cs B-No Bid	No Bid	No Bid	No Bid	NPS 19920 \$40.78 cs	No Bid				No Bid	No Bid	Reliable #V00351 \$36.42 cs
Golo Foam Hand Soap 1250ml Clear Mild 3/Case - 136/Pallet For Admin: 1,632 Cases SAMPLES REQUIRED	1,632 cs.	A-Gojo \$37.53 cs B-Brady \$23.99 cs	No Bid	No Bid	No Bid	Gojo 8811-03 \$28.19 cs	No Bid				No Bid	No Bid	Gojo 8811-03 #10568358 \$23.09 cs
Golo Purell Sanitizer 1200ml Foam 3/Cases - 136/Pallet For Admin: 544 Cases SAMPLES REQUIRED	544 cs.	A-Gojo \$71.15 cs B-Brady \$48.99 cs	No Bid	No Bid	No Bid	Gojo 8805-03 \$33.41 cs	No Bid				No Bid	No Bid	Gojo 8805-03 #10561388 \$24.96 cs
Large Can Liners 56 Gal 43x48 16 microns 8/25/200 84 cases/pallet For Admin: 1,492 Cases SAMPLES REQUIRED	1,492 cs.	A-IBS \$27.10 cs B-Revolution Bag \$27.19 cs	No Bid	No Bid	A-DPS4348-16A \$21.82 cs B-DPS4348-16B \$19.32 cs C-DPS4348-16C \$16.68 cs D-DPS4348-16D \$14.64 cs	Berry Plastics HR434816N \$21.45 cs	No Bid				No Bid	UPC \$17.59 cs	Reliable V01620 #10810713 \$20.20 cs
Large Can Liners 56 Gal 43x48 17 microns Nat HDPE #V01620 200 case For Admin: 30 cases SAMPLES REQUIRED	30 cs.	A-No Bid B-Revolution Bag \$27.19 cs	No Bid	No Bid	A-DPS4348-17A \$29.82 cs B-DPS4348-17B \$27.32 cs C-DPS4348-17C \$23.82 cs D-DPS4348-17D \$21.68 cs	No Bid	No Bid				No Bid	UPC \$19.80 cs	Reliable V01620 #10810713 \$20.20 cs
Small Can Liners 12-16 Gal 24x33 8 microns 50/roll 1,000 case For Admin: 252 cases SAMPLES REQUIRED	252 cs.	A-IBS \$28.25 cs B-Revolution Bag \$31.35 cs	No Bid	No Bid	A-DPS2433-8A \$19.84 cs B-DPS2433-8B \$15.34 cs C-DPS2433-8B \$15.34 cs D-DPS2433-8B \$15.34 cs	Berry Plastics HR243308N \$22.50 cs	No Bid				No Bid	UPC \$17.80 cs	Reliable V01603 #10810126 \$23.07 cs

Midwest City-Del City Schools
Copy Paper and Custodial Supplies, Project #2309
June 28, 2023

Specifications	Qty	Price	Brady Industries of Nevada LLC	Central Poly-Bag Corp	Contract Paper Group Inc	Dispose N Save LLC	Floor Tech Janitorial	Liberty Paper	Oklahoma Janitorial Supply	Seminole Chemical Supplies	South Central Industries Inc	Staples Inc	Umpak Corp	Veritiv Operating Company
8 1/2" x 11" White 20 lb. Dual Purpose Copy Paper w/high brightness, moisture proof wrapping & low fiber content For Admin: 0 Cases SAMPLES REQUIRED	3,360 cs. 3 1/2 Truckloads	A-#Relia \$48.65 cs B-No Bid		Required Samples Were Not Submitted	A-Import \$32.73 cs B-Domestic \$36.10 cs C-Natural Choice \$32.50 cs	No Bid	No Bid	Premier PRE811W \$34.50 cs	Required Samples Were Not Submitted	Required Samples Were Not Submitted	Required Samples Were Not Submitted	Staples Item #1199946 \$35.80 cs	No Bid	Cornet-UPM U31473 #10802527 \$37.34 cs
2-Ply White Bathroom Tissue 96 rolls per case For Admin: 800 Cases SAMPLES REQUIRED	800 cs.	A-Brady \$41.18 cs B-Brady \$40.55 cs			No Bid	No Bid	NPS 12325 \$46.92 cs	No Bid				No Bid	No Bid	Reliable #V00355 \$49.97 cs
2-Ply White Bathroom Tissue - Windsor Jumbo APML 3.5x900 9DI #V00351 JRT Reey Paper 12 rolls per case For MDTC: 55 Cases SAMPLES REQUIRED	55 cs.	A-Brady \$29.15 cs B-No Bid			No Bid	No Bid	NPS 19920 \$40.78 cs	No Bid				No Bid	No Bid	Reliable #V00351 \$36.42 cs
Gojo Foam Hand Soap 1250ml Clear Mild 3/Case - 136/Pallet For Admin: 1,632 Cases SAMPLES REQUIRED	1,632 cs.	A-Gojo \$37.53 cs B-Brady \$23.99 cs			No Bid	No Bid	Gojo 8811-03 \$28.19 cs	No Bid				No Bid	No Bid	Gojo 8811-03 #10568358 \$23.09 cs
Gojo Purell Sanitizer 1200ml Foam 3/Cases - 136/Pallet For Admin: 544 Cases SAMPLES REQUIRED	544 cs.	A-Gojo \$71.15 cs B-Brady \$48.99 cs			No Bid	No Bid	Gojo 8805-03 \$33.41 cs	No Bid				No Bid	No Bid	Gojo 8805-03 #10561388 \$24.96 cs
Large Can Liners 56 Gal 43x48 16 microns 8/25/200 84 cases/pallet For Admin: 1,492 Cases SAMPLES REQUIRED	1,492 cs.	A-IBS \$27.10 cs B-Revolution Bag \$27.19 cs			No Bid	No Bid	Berry Plastics HR44816N \$21.45 cs	No Bid				No Bid	UPC \$17.59 cs	Reliable V01620 #10810713 \$20.20 cs
Large Can Liners 56 Gal 43x48 17 microns Nat HDPE #V01620 200 case For MDTC: 30 cases SAMPLES REQUIRED	30 cs.	A-No Bid B-Revolution Bag \$27.19 cs			No Bid	No Bid	No Bid	No Bid				No Bid	UPC \$19.80 cs	Reliable V01620 #10810713 \$20.20 cs
Small Can Liners 12-16 Gal 24x33 8 microns 50/roll 1,000 case For Admin: 252 cases SAMPLES REQUIRED	252 cs.	A-IBS \$28.25 cs B-Revolution Bag \$31.35 cs			No Bid	No Bid	Berry Plastics HR243308N \$22.50 cs	No Bid				No Bid	UPC \$17.80 cs	Reliable V01603 #10810126 \$23.07 cs

Specifications	Qty	Brady Industries of Nevada LLC Price	Central Poly-Bag Corp Price	Contract Paper Group Inc Price	Dispose N' Save LLC Price	Floor-Tech Janitorial Price	Liberty Paper Price	Oklahoma Janitorial Supply Price	Seminole Chemical & Supplies Price	South Central Industries Inc Price	Staples, Inc Price	Unipak Corp Price	Veritiv Operating Company Price
Small Can Liners 12-16 Gal 24x33 Nat HDPE #V01603 8 microns 50/roll 1,000 case For MDTG: 60 cases SAMPLES REQUIRED	60 cs.	A-IBS \$28.25 cs B-Revolution Bag \$31.35 cs	Required Samples Were Not Submitted	No Bid	A-DPS2433-8A \$20.72 cs B-DPS2433-8B \$16.32 cs C-DPS2433-8B \$16.32 cs D-DPS2433-8B \$16.32 cs	No Bid	No Bid	Required Samples Were Not Submitted	Required Samples Were Not Submitted	Required Samples Were Not Submitted	No Bid	UPC \$17.80 cs	Reliable V01603 #10810126 \$23.07 cs
Roll Paper Towels Reliable #V00347 7.8x3.50' 1-Ply Nat Roll Towel Recy Hrt 12/case For MDTG: 40 Cases SAMPLES REQUIRED	40 cs.	A-Casades \$21.90 cs B-Morcon \$46.72 cs		No Bid	No Bid	NPS 30100 \$27.50 cs	No Bid				No Bid	No Bid	GP 26401 #10049693 \$31.20 cs
Folded Paper Towels 1-Ply Single Fold #V04407 Reliable 9x9.45 25/PK 4000/cs For MDTG: 20 Cases SAMPLES REQUIRED	20 cs.	A-GP \$25.90 cs B-No Bid		No Bid	No Bid	NPS 21950 \$23.86 cs	No Bid				No Bid	No Bid	GP V00353 \$27.94 cs
Single-Fold Paper towels 1 1/4 x 9 1/4 1-Ply 250/package 4000/case For Admin: 4,060 cases SAMPLES REQUIRED	4,060 cs.	A-GP \$25.90 cs B-No Bid		No Bid	No Bid	NPS 21750 \$32.83 cs	No Bid				No Bid	No Bid	GP Blue Basic 23504 #10049694 \$23.94 cs
Cartridge Pads Regular Day pad with wings, thin pad with high capacity Organic cotton, no dyes/Sticky backing to adhere to underwear. Cardboard packaging 4 1/4 x 4 1/4" To be used in a pad dispenser 10 pads per cartridge 500 cartridges/case For Admin: 76 Cases SAMPLES REQUIRED	76 cs.	A-Maxthin \$37.75 cs B-No Bid		No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	Hospeco MT-4 Sanitary Napkin Maxthins Reg No. 4 Vending Box 250 cs (note case qty difference) \$49.75 cs
Cartridge Tubed Applicator Cardboard applicator with a smooth petal tip for comfort/regular absorbency Organic cotton/no dyes 5 1/2 x 1 1/2" To be used in a tampon dispenser 50 tampons per cartridge 500 tampons per case For Admin: 88 Cases SAMPLES REQUIRED	88 cs.	A-Tampax \$66.75 cs B-No Bid		No Bid	No Bid	No Bid	No Bid				No Bid	No Bid	Hospeco T-500 Tampon Hospital Specialty Tampax Original Reg Vend Style 500 cs \$71.57 cs
Total Per Vendor:	\$192,259.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176,723.52

Total For Admin: \$363,289.20
Total For MDTG: \$5,693.95

**Bids received did not meet specification for Cartridge Pads & Cartridge Tubed Applicator

AMENDED GIFTS, GRANTS, BEQUEST FORM

This is an amendment to the attached Mid Del Schools Gifts, Grants, Bequest Form I signed on April 10, 2023.


All information in the April 10, 2023, is confirmed except for the following:

In lieu of a \$29,000 cash donation to the Del City High School Art Department to honor Gene Gibbons, Del City High School Class of 1966, an in-kind gift is now proposed.

Maxine Gibbons, by and through the Mary Elaine Gibbons Special Needs Trust c/o Barbara Gibbons, Trustee, proposes a gift in the sum of \$29,000 to Force Fifty Foundation, INC. to help construct The Robert Kalsu Memorial Statue. This gift will honor Gene Gibbons, Del City High School Class of 1966.

This in-kind gift will help fund, among other things, a perpetual work of public art to be displayed on the premises of Del City High School and likewise a perpetual opportunity for the school's art instructor to teach students about the relationship between artistic perspectives and techniques as they relate to the creation of public art.

Dated this 25 day of April, 2023.


BARBARA GIBBONS, Trustee of the
Mary Elaine Gibbons Special Needs Trust



CONTINGENCY AGREEMENT

This Contingency Agreement is created by the below-signed Contractor and Customer to memorialize the roles that each party will perform related to the following properties:

Properties: _____

INSURANCE CONTINGENCY SERVICES. Customer hires Contractor to perform the following (the “Services”):

- a. **Inspection.** Contractor will inspect damages to the Property.
- b. **Documentation.** Contractor will take photos and document the damages to the Property.
- c. **Assessment.** Contractor will utilize its software, tools, and satellite/weather data to assess the cause of the damage and the date the damage occurred.
- d. **Analysis.** Contractor will determine appropriate methods of repair for the damages found considering applicable building code and industry standards.
- e. **Report.** If necessary, Contractor will create a report of the damages found and cost to repair.
- f. **Meetings with Adjuster.** If necessary, Contractor will meet with the adjuster at the Property to answer technical questions the adjuster may have.
- g. **Evaluation.** The insurer will complete an itemized list of repairs/replacements to put the property in its pre-loss condition (the “Loss Report”). Contractor will review the Loss Report and evaluate the recommendations made by the insurance carrier for the appropriate method of repair and value to repair the damages.
- h. **Repairs/Replacements.** Once the Contractor agrees with the insurer’s method of repair and value, Contractor shall make all repairs/replacements as they are stated on the final Loss Report, unless specified below:

INSURANCE CLAIM CONTINGENCY. Once the insurer completes the final Loss Report for a price agreeable to the Customer and Contractor, the parties will execute a Roofing Contract, utilizing TOPS (The Oklahoma Purchasing System), whereby the Contractor will complete the roofing services on the Loss Report for the Replacement Cost Value (RCV) determined by the insurer in the final Loss Report.

Agreed on _____, 20____.

Coryell Roofing, Inc.
14220 S. Meridian Avenue
Oklahoma City, Oklahoma 73173
405-392-4800

Customer: _____
Address: _____

Phone: _____
Email: _____

Representative

Signature Date

CENERGISTIC LLC SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into by and between Mid-Del Public Schools ("**Client**") and Cenergistic LLC ("**Cenergistic**"). Cenergistic agrees to perform certain services for the Client beginning on _____ ("**Start Date**"), on an independent contractor basis, and the Client desires to accept such services. Client and Cenergistic agree as follows:

1. Cenergistic Services and Responsibilities. Cenergistic agrees to perform the following energy management and healthier building services ("**Services**"):
 - a. Provide on-site and remote assessments of the Client's facilities and equipment on an ongoing basis and formulate and deliver energy management recommendations based on those assessments ("**Program**").
 - b. Schedule and conduct initial kickoff meetings with key members of your staff.
 - c. Provide access to and training on the Cenergistic Measure™ energy accounting software ("**Energy Accounting Software**") and other Cenergistic proprietary software.
 - d. Employ, train, and supervise an Energy Specialist to lead the Client's implementation of the Program. The Energy Specialist will be a Cenergistic employee dedicated to implementing the Program in the Client's facilities. Cenergistic pays the salary, benefits, and other expenses related to such Energy Specialist. Cenergistic will not assign an Energy Specialist to the Client that is unacceptable to the Client. Acceptance may not be unreasonably withheld.
 - e. Provide extensive resources (including remote and on-site assessments by Cenergistic specialists), support, training, action planning, and education to the Client relating to the Program.
 - f. Build energy plans for each Client campus/facility, including simulation models that can be used to estimate the energy consumption impact of any actual or potential change in equipment or other infrastructure.
 - g. Provide monthly reporting on the energy consumption and Total Savings (as defined below) at the meter, building, and organizational level.
 - h. Provide semi-annual board updates on the Program.
 - i. Provide ongoing occupied and unoccupied audits and assessments of Client campuses, facilities, and equipment to identify energy savings and healthier building opportunities.
2. Client Responsibilities. Because a cooperative and collaborative relationship is needed between the Client and Cenergistic to realize the benefits of the Program, Client agrees to perform the following:
 - a. Require key stakeholders to attend the initial kickoff meetings.
 - b. Partner with Cenergistic in publicizing, posting and interviewing for a prospective energy specialist.
 - c. Provide workspace, internet access, email address, building keys, parking access, and alarm codes to

Cenergistic personnel within ten (10) days of the Start Date.

d. Adopt and follow (i) administrative guidelines ("**Guidelines**") for the Program within 30 days of Start Date and communicate those guidelines to its employees, contractors, and other on-site service providers, and (ii) a Board Policy reflecting a high level of support for the Program within 60 days of Start Date.

e. License the Energy Accounting Software, the cost of which is included in the Monthly Fee.

f. On or before the Start Date, appoint (and maintain) a cabinet-level employee to act as Program Liaison to be reasonably accessible and responsive to Cenergistic and attend the Cenergistic Launch Event (within thirty (30) days of appointment, including replacements, if any), at Cenergistic's expense and on dates selected by the Program Liaison.

g. Within 30 days of the Start Date, (i) provide Cenergistic personnel with access and authority (within the Guidelines) to program and make changes to the settings and run times of all facilities' equipment and systems (for example, HVAC, water, and sewer, lighting, time clocks, thermostats), whether controlled by EMS or otherwise, and (ii) expand comfort tracking procedures to route any comfort complaints to the Energy Specialist.

h. Promptly make all utility records for the past five fiscal years and during the Term available for review and copying.

i. Timely respond to Cenergistic requests regarding information impacting energy consumption independent of the energy program, such as equipment upgrades and occupancy changes.

j. Facilitate quarterly reports and annual presentations by Cenergistic regarding the Program to the Client's governing body.

3. Fees.

a. *Implementation Fee.* Client shall owe Cenergistic \$465,270 upon execution of this Agreement and prior to the Start Date ("**Implementation Fee**"). Payment of the Implementation Fee by the Client will be deferred until the Agreement is terminated. The Implementation Fee is fully earned upon signing and is non-refundable other than a percentage of the Implementation Fee will be forgiven over time as follows, if the Agreement is terminated:

Agreement Terminates:	Percentage of Implementation Fee Owed:
At the end of Term	0%
In the fifth year of the Term	20%
In the fourth year of the Term	33%
In the third year of the Term	66%
In the first or second year of the Term	100%

Further, if the Cenergistic Guarantee in Section 6 is triggered at the end of each of the first two (2) years of the Term such that Cenergistic refunds a portion of the Monthly Fees for the first two (2) years, then either Party may

terminate the Agreement upon sixty (60) days prior written notice to the other and the percentage of the Implementation Fee owed by Client will be 0%,

b. *Monthly Fee.* Client shall pay Cenergistic \$31,018 per month ("**Monthly Fee**") for services rendered beginning with the first day of the fourth month following the Start Date such that there will be fifty-seven (57) Monthly Fees during the initial Term (defined below). The first three (3) months following the Start Date will be fee free to the Client. Cenergistic will submit invoices to the Client monthly on or near the last day of each calendar month. Payment of such invoices will be due within thirty (30) days of the Client's receipt of such invoice. Cenergistic may suspend Services and the Program if an invoice is sixty (60) or more days past due.

4. Term.

a. The term of this Agreement shall be for sixty (60) months beginning on the Start Date and ending on the last day of the 60th month following the Start Date ("**Term**").

b. The Client's obligation to pay Cenergistic in any fiscal year is limited to and payable exclusively out of, the Client's available funds for such fiscal year, and nothing in this Agreement shall be construed as creating any other indebtedness or any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Client. Both parties intend, subject to the other provisions of this Agreement, that it will continue from its stated Start Date until at least the end of the initial Term, but the Agreement shall terminate at the end of the Client's current and succeeding fiscal years unless the Client decides to renew the Agreement for the next following fiscal year, and, as a part of its newly adopted budget for such fiscal year, sufficient funds are appropriated to discharge Client's obligations pursuant to the continued Agreement. If this Agreement is not continued for any fiscal year, such non-continuation will be a termination subject to Section 7.b.

5. Measurement of Savings and Total Savings. The value of the reduced energy consumption resulting from the Program ("**Savings**") will be measured following the Measurement and Verification Plan ("**M&V Plan**") attached to this Agreement, and "**Total Savings**" will be as defined in the M&V Plan.

6. Cenergistic Guarantee. Provided the Client substantially performs its responsibilities under Section 2 and does not terminate the Agreement for Convenience, on each anniversary of the Start Date, if the sum of the Monthly Fees paid over the prior twelve (12) month period exceeds the cumulative Total Savings over that same period, then Cenergistic will refund that difference to the Client within 30 days after the Total Savings for that twelve (12) month period have been finalized. If the Client is not substantially performing its responsibilities under Section 2, Cenergistic will provide the Client with written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations to remedy). The Client will have a reasonable time (not to exceed 30 days from the date of the notice) to cure such failure. If the Parties disagree on whether the Client is substantially performing its responsibilities under Section 2, the Parties agree to meet to resolve the differences as set out in paragraph 11 below.

7. Termination.

a. *For Cause.* Either Party may terminate this Agreement for cause upon the other Party's failure to cure a material breach after written notice specifically describing the breach and giving that Party a reasonable (not fewer than 30 days) opportunity to cure the claimed breach. Upon Client's termination for a Cenergistic breach,

Client will not owe the Implementation Fee (as set forth above) but shall pay all unpaid Monthly Fees through the date of termination. Upon Cenergistic's termination for a Client breach, Client shall pay all unpaid Monthly Fees through the date of termination and an amount equal to the applicable Implementation Fee (as set forth above).

b. *For Convenience by Client.* The Client may terminate this Agreement at any time for any reason or no reason (including if there is no appropriation of funding) upon sixty (60) days prior written notice to Cenergistic provided that Client pays (1) all unpaid Monthly Fees through the date of termination and (2) an amount equal to the applicable Implementation Fee (as set forth above).

c. *Impact of Termination.* Upon termination of this Agreement for any reason (including expiration of the Term or any renewal of the Term), Client will (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the Client in connection with the Program; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic, (c) cease using the Proprietary Information and implementing the Program.

8. Data and Sustainability Benefits. Cenergistic retains the right and title to anonymous data collected from Clients' buildings for any purpose, including to improve its software and for reporting purposes.

9. Client Agreements.

a. *Non-solicitation.* Client agrees not to solicit, hire, or retain any Cenergistic employee during the Term and for two years following the termination or conclusion of this Agreement.

b. *Confidential and Proprietary Information.* The Client will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, patented, protected by trade secrets and other information that is proprietary to Cenergistic, and (3) proprietary Cenergistic software, upon acceptance of the "click through" Terms of Services and/or License Agreement which are incorporated by reference. Items (1) through (3), along with all database files created using the Energy Accounting Software, are "**Proprietary Information.**" The Client agrees that Cenergistic is the owner of all right, title, and interest in and to the Proprietary Information and that nothing contained in this Agreement shall be construed as granting any ownership right to the Client in any Proprietary Information or any invention or any patent, copyright, trademark, or other intellectual property rights. The Client shall not make, have made, use, or sell for any purpose, any product or process using, incorporating, or derived from any Proprietary Information nor copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs in the Proprietary Information. The Client shall keep the Proprietary Information (including all copies) confidential to the full extent permitted by law and shall give Cenergistic written notice and an opportunity to respond if the Client receives a third-party request for Proprietary Information. The Client's obligations under this paragraph survive termination of this Agreement. The Client agrees that breach of this paragraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.

10. Assignment. Client may not assign this Agreement. Cenergistic may assign this Agreement to any affiliate or

successor.

- 11. Dispute Resolution. Open communication and cooperation of the parties are vital to the Program’s success and the settlement of disputes if they arise. If a dispute persists, either Party may suggest an executive meeting for review and resolution. The Party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. The executive officer for each Party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Agreement shall be subject to litigation proceedings before completing the meeting, except for an action to seek injunctive relief.
- 12. Miscellaneous. This Agreement constitutes the entire Agreement and understanding between the parties. It supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date stated under that party’s signature.

CENERGISTIC LLC

By: _____

Name: John Bernard

Title: President and Chief of Staff

Date: _____

Mid-Del Public Schools

By: _____

Name: _____

Title: _____

Date: _____

Mid-Del PS, OK (FF with 3 mo Fee Free) v.1 060923

MEASUREMENT AND VERIFICATION PLAN

This document establishes the guidelines and identifies the methods for measurement of electricity, coal, fuel oil, propane, natural gas, water, sewer, or other utilities purchased by the Client ("**Energy**") and the cost savings achieved through the Program delivered by Cenergistic according to the Agreement.

- 1. Scope:** The Program's scope includes all Energy in all facilities and infrastructure owned or leased by the Client. A whole building (facility) approach will be used because the Program impacts the entire facility's Energy reduction. All utility meters are included except meters for which (i) energy consumption is immaterial and/or (ii) the Program will not have a material impact on consumption (e.g., when on-site service providers do not follow the Client's energy policy and guidelines or when the Client chooses not to implement water conservation).
- 2. Meter Specifications:** Utility-grade meters used for billing are the only meters used. Exceptions: For bulk fuel stored in tanks, manual measurements recorded by the Client or the provider may be used. In master-metered campus situations, submeters may be necessary to accurately identify buildings by building energy usage. If submeters are not used in master-metered campus situations, usage data provided by the Client for internal billing may be used.
- 3. Calibrated Simulations:** In the event metering equipment is determined to be unreliable, unavailable, or does not accurately measure the effectiveness of the Program, Whole Building Calibrated Simulation, a process that uses a computer simulation tool to create a mathematical model of the building using pre-retrofit historic Energy consumption to project post-retrofit Energy consumption savings will be used.
- 4. Baseline:** Using the Energy Accounting Software, a baseline period shall be established for each meter consisting of 12 consecutive months that precede the Start Date. Usually, this is the 12 consecutive months immediately before the Start Date. The data collected includes identifying the baseline period, baseline Energy consumption and demand data, and other independent and relevant variable factors (for example, occupancy type, building information such as square footage, etc.). For new construction, Cenergistic will use a Whole-Building Calibrated Simulation to compile the baseline.
- 5. Adjustments:** Adjustments to the baseline period will be made by Cenergistic for material changes in conditions that are independent of the Program and by the Energy Accounting Software for material changes, as follows:
 - Floor space or square footage
 - Occupancy type, occupancy schedule, or equipment scheduling
 - Facility construction/renovation or hardware efficiency upgrades
 - Alignment of the base year's consumption period to the current billing period
 - Equipment malfunctions that impact energy usage
 - Operational changes that are outside the Program
 - Weather, provided the Energy Accounting Software contains such a function

Adjustment calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals, or Certified Energy Managers.

- 6. Energy Value:** The dollar value of each unit of Energy use avoided is the all-in rate per meter for that unit of Energy. The all-in rate is determined monthly by dividing the total expense by the total consumption for that meter for the prior rolling twelve (12) months as reported by the utility company or as set forth below for solar ("**Energy Value**"). In the event that such expense or consumption is materially distorted due to an anomaly (e.g., a water leak), then such expense and/or consumption may be modified to correct for the impact of such anomaly. Solar shall be valued at the Energy Value of the utility company supplied meter for the site or by calculating the Energy Value using the solar power purchase agreement's annual adjusted cost and solar production from the solar system. Net metering or spin back energy that was produced by onsite generation and not consumed by the buildings on-site will be excluded from both the measured utility consumption and cost to the buildings.
- 7. Savings:** Energy savings are determined by comparing measured utility use before and after the Start Date for the similar time (i.e., baseline January is compared to performance year January) after taking into account the adjustments outlined in Section 4 and 5 above and multiplying by the applicable Energy Value ("**Savings**"). "**Total Savings**" are Savings plus other measures unrelated to consumption reduction but that reduce the Client's out of pocket utility costs.



Dr. Rick Cobb
Superintendent

4731 Judy Dr.
Del City, OK 73115
(405) 739-1611
Fax: (405) 739-1613

Mailing Address:
4731 Judy Dr.
Del City, OK 73115

Devyn Johnson
Director of Child Nutrition

To: The Board of Education
Dr. Rick Cobb, Superintendent

From: Pamela Huston, Chief Human Resources Officer
Devyn Johnson, Child Nutrition Director

Date: June 28, 2023

Re: Board Request for Child Nutrition to utilize U.S. Foods as prime vendor.

We are requesting board approval for the utilization of U.S. Foods LLC as the prime vendor for Mid-Del Public Schools for the purchase of the following items:

- | | |
|-----------------------|----------------------|
| • Groceries | \$400,000 increments |
| • Fresh Produce | \$100,000 increments |
| • Non-Food | \$160,000 increments |
| • Kitchen Small Wares | \$5,000 increments |
| • Food Commodities | \$200,000 increments |

Thank you for your consideration.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.

Rick Cobb, Ph.D.
Superintendent



Mr. Andy Collier
Director of
Student Activities

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

To: The Board of Education and Dr. Rick Cobb

From: Andy Collier, Director of Student Activities *CAC*

Date: June 28, 2023

RE: Revision of Policy I-23

We are requesting your approval for the attached changes to Policy I-23 – Scheduling of School District Activities. This is to notate that the only exception is OSSAA scheduled activities or make up games.

Mission Statement

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When they leave our schools, they will be ready.

SCHEDULING OF SCHOOL DISTRICT ACTIVITIES

Length of and scheduling of practice and event times for school-sponsored activities (including but not limited to athletics, band, cheer, pom, etc.) shall be reasonable and equitable under Title IX guidelines.

No school-sponsored practices or activities shall be scheduled after 5:00 p.m. on Wednesdays nor should any practice or school activity be scheduled on Sundays, **with the only exception being OSSAA scheduled activities or make up games.**

Requests for early dismissal from practice in order to attend religious activities shall be honored and no requirements should be set up in connection with a school activity which will jeopardize full participation of pupils at other times if they choose to be absent for participation in church activities.

It shall be the principal's responsibility to inform sponsors, coaches, and school-related groups (i.e. booster clubs) of this policy and to assist in its implementation.

XXX. CROWD ACCOMMODATION AND MAINTAINING GOOD SPORTSMANSHIP

Prior to the start of the school year, any secondary school providing interscholastic athletic programs, should have a well-planned crowd control program. Administrators, athletic directors, coaches, sponsors, band directors, security personnel and the game announcer should be included in developing and administering the plan.

XXXI. REGULATIONS FOR LOSS OF SCHOOL TIME FOR ACTIVITIES

Fall and spring baseball, fast-pitch softball and slow-pitch softball: no play is permitted on Wednesdays, and no more than 5 instructional days may be missed during the regular season. Exception: In Classes 2A, 3A, 4A, 5A and 6A spring baseball or fast pitch softball when a District contest is rescheduled due to inclement weather the contest may be rescheduled for a Wednesday.

Golf: no more than 2 instructional days per week may be missed, and no more than 7 instructional days may be missed during the regular season.

Track and field and cross country: no more than 4 instructional days may be missed during the regular season.

Tennis: no more than 7 instructional days may be missed during the regular season.

The following regulation is from the State Department of Education Administrators' Handbook:

The State Board of Education encourages students to be in attendance in their regularly scheduled classes so that maximum learning can occur. Educational programs are built on the foundation of continuity of instruction and participation in the classroom setting. Consistent classroom attendance can assist students toward development of strong work habits, responsibility and self-discipline. Since the educational merit of the co-curricular program is recognized, the goal of the State Board of Education is to facilitate a balanced education for each student. It is with the above goals and philosophy that the State Board of Education establishes the following attendance/activities regulations:

210:35-17-2. CO-CURRICULAR AND EXTRACURRICULAR PROGRAMS (SDE)

- A. Co-curricular and extracurricular programs shall provide opportunities for developing leadership ability and stimulate active participation of all students in appropriate school organization and community activities according to their aptitudes and interests.
- B. Co-curricular and extracurricular programs shall be planned through the cooperative efforts of the teachers and students and shall be organized and administered so as to contribute to the educational objectives of the school.
 1. Students shall not participate in a particular activity more than one period during the regular school day.
 2. A member of the teaching staff shall be in charge of each activity. The sponsors shall be directly responsible to the principal or some person appointed by the administration to direct the activities of the school.
 3. The State Board of Education encourages all elementary, middle, junior high, and secondary students to be in attendance in their regularly scheduled classes so that maximum learning can occur. Educational programs are built on the foundation of continuity of instruction and participation in the classroom setting. Consistent classroom attendance can assist students toward development of strong work habits, responsibility and self-discipline. Since the educational merit of the co-curricular and extracurricular programs is recognized, the goal of the State Board of Education is to facilitate a balanced education for each student. It is with these goals and philosophy that the State Board of Education establishes the following attendance/activities regulations:
 - (a) It is the intent of the State Board of Education that the superintendent or elementary superintendent and local board of education annually review the scheduling of co-curricular and extracurricular activities so that minimal interruptions occur in the instructional program of a student. The Oklahoma Secondary School Activities Association (OSSAA) guidelines related to student eligibility to participate in extra-curricular activities, activity absences, number of games allowed, and length of season shall be applicable to all Oklahoma public schools and students.
 - (b) The maximum number of absences for activities, whether sponsored by the school or outside agency/organization, which removes any student from the classroom shall be ten for any one class period of each school year. Excluded from this number are state and national levels of school-sponsored contests. State and national contests are those for which a student must earn the right to compete. The criteria for earning the right to represent the school in any activity or contest must be submitted in writing by local school sponsors and approved by the local board of education.
 - (c) Each local board of education shall appoint, at the beginning of the school year, an Internal Activities Review Committee. This committee shall be responsible for reviewing and recommending any deviation of the activities policy to the local board of education. Any deviation from the ten days absence rule shall not exceed five days.
 - (d) Each school district shall be responsible for maintaining an addendum to the attendance records to verify the conditions within the school system that apply to regulation (3) (B) of this subsection.
 - (e) Procedures for filing complaints are:



Dr. Rick Cobb
Superintendent

Erin Rennick White
Executive Director of
Technology

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1282

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

To: The Board of Education and Dr. Rick Cobb

From: Erin Rennick White, Executive Director of Technology

Date: June 28, 2023

Re: LockNCharge

I am asking for the approval to purchase 9 LockNCharge Towers. These towers have 15 slots that we will equip with chargers to hold 2 Chromebooks each. We will distribute 3 LockNCharge Towers to each middle school. The goal of this implementation is to help workout a solution to mitigate the damages to the student devices. The three head principals will collaborate with the department of technology to work out the best plan for a full rollout of these charging towers.

The total cost of this is \$86,498.00 and will be funded from Bond 35.

Per attached quote #23507273.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
When they leave our schools, they will be **ready**.



Pricing Proposal
Quotation #: 23507273
Created On: 5/23/2023
Valid Until: 6/30/2023

OK-City of Midwest City-Del City School District

Inside Account Executive

Charlie Shelden
7217 SE 15th Street
Midwest City, OK 73110
United States
Phone: (405) 737-4461 Ext. 1250
Fax:
Email: cshelden@mid-del.net

Andrew Lawler
P.O. BOX 84736
DALLAS, TX 75284-7434
Phone: 800-477-6479 ext 652-3066
Fax: 512-732-0232
Email: Andrew_Lawler@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 THE LOCKNCHARGE FUYL TOWER 15 PRO SMART LOCKER EFFICIENTLY CHARGES, STORES, SECU - with Education 3 Year Cloud software LocknCharge - Part#: LNC3-10459 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	9	\$9,572.00	\$86,148.00
		Shipping	\$350.00
		Total	\$86,498.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Dr. Rick Cobb
Superintendent

Erin Rennick White
Executive Director of
Technology

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461 x1282

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

To: The Board of Education and Dr. Rick Cobb

From: Erin Rennick White, Executive Director of Technology

Date: June 28, 2023

Re: Library Media Devices

I am asking for the approval to purchase 42 Dell All-In-One Computers to provide all of the Library Media Specialists with new devices to manage their libraries and help with check-in and check-out. This is the first full refresh on devices for our librarians in over 10 years.

The total cost of this is \$52,978.80 and will be funded from Bond 35.

Per attached quote #23609799

Mission Statement

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Pricing Proposal
 Quotation #: 23609799
 Created On: 6/20/2023
 Valid Until: 6/30/2023

OK-City of Midwest City-Del City School District

Inside Account Executive

Charlie Shelden
 7217 SE 15th Street
 Midwest City, OK 73110
 United States
 Phone: (405) 737-4461 Ext. 1250
 Fax:
 Email: cshelden@mid-del.net

Andrew Lawler
 P.O. BOX 84736
 DALLAS, TX 75284-7434
 Phone: 800-477-6479 ext 652-3066
 Fax: 512-732-0232
 Email: Andrew_Lawler@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell OptiPlex 7410 All In One - All-in-one - Core i5 13500T / 1.6 GHz - vPro Enterprise - RAM 8 GB - SSD 256 GB - NVMe, Class 35 - UHD Graphics 770 - GigE, 802.11ax (Wi-Fi 6E) - WLAN: Bluetooth, 802.11a/b/g/n/ac/ax (Wi-Fi 6E) - Win 11 Pro - monitor: LED Dell - Part#: 29RR6 Contract Name: NASPO Computer Equipment Contract #: MNWNC-108 Subcontract #: 81AHG Note: Touchscreen	42	\$1,261.40	\$52,978.80
Total			\$52,978.80

Additional Comments

SHI SPIN: #143012572
 SHI-GS SPIN (For Texas customers ONLY): #143028315
 For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Dr. Rick Cobb
Superintendent

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Mailing Address:
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Midwest City, OK 73140
Fax: (405) 739-1615

Jacqueline Woodard
Chief Financial Officer

To: Board of Education and Dr. Rick Cobb

From: Jacqueline Woodard, Chief Financial Officer *JW*

Date: June 28, 2023

Re: The Oklahoma Purchasing System (TOPS) Interlocal Agreement

I am asking approval for the Board to enter into a one-year agreement with The Oklahoma Purchasing System or TOPS that will begin July 1, 2023 and end June 30, 2024. The contract is renewable annually.

Board policy D-5 exempts certain purchases from bidding if vendors holding the state contract for the specified "goods" or authorized vendors pursuant to a Board approved purchasing agreement are deemed to be in conformance with district bidding requirements. Oklahoma has many state approved cooperative purchasing agreements for goods and services but Oklahoma has not had a state approved contract for construction projects that meet the Oklahoma Competitive Bidding Act. Recently, TOPS gained state approval to be a cooperative purchasing program which was established under the Oklahoma Interlocal Cooperation Act. TOPS procures and awards all vendor contracts according to Oklahoma statutes and other applicable federal "EDGAR" regulation as interpreted by the US Department of Education.

Becoming a member of TOPS will allow the district to streamline construction projects and use vendors that have gone through a vigorous vetting process. Thank you for your consideration of this request. If you have any questions, please feel free to reach out to me.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

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THE OKLAHOMA PURCHASING SYSTEM

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (also referred to as "Agreement") is entered into by and between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools ("APS") and the member public agencies ("Members") listed below, pursuant to § 139 of the Oklahoma Public Competitive Bidding Act ("PCBA"), Okla. Stat. tit. 61 § 101, *et seq.*, and the Interlocal Cooperation Act ("the Act"), Okla. Stat. tit. 74, §§ 1001, *et seq.*

MEMBER:

NAME OF AGENCY: _____

BOARD APPROVAL DATE: _____

AGENCY CONTACT: _____

CONTACT TITLE: _____

CONTACT SIGNATURE: _____

APS and Member hereby represent that:

- Both entities are "public agencies," as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA;

NOW THEREFORE, APS and Member hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement:

1. The term "public agency" shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries;
2. The term "member" shall mean a public agency which has become a party to this Agreement;
3. The term "group" shall mean The Oklahoma Purchasing System;
4. The term "participating agency" shall mean a member or the group;

5. The term "construction-related materials and services" shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

II. STATEMENT OF SERVICES OFFERED

APS, as the lead agency for The Oklahoma Purchasing System (TOPS), with Mabe Enterprises, Inc. as the buyer's agent, has established and will administer a cooperative purchasing program for construction-related materials and services. Authority for such services is granted by Okla. Stat. tit. 61, § 139.

III. PURPOSE

The purpose of TOPS is to reduce the costs associated with construction-related materials and services at market price, budget control, and to increase construction quality.

IV. TERM

This Agreement covers the period July 1 to June 30 of each calendar year.

V. RIGHTS

APS, in cooperation with TOPS and Mabe Enterprises, Inc., is granted the right to issue a cooperative bid/proposal for construction-related materials and services reflective of the needs supplied by the Members initiating their construction bid/proposal through TOPS. APS, as the lead agency, is further granted the right to secure product award(s) for specific construction-related materials and services for a period of one year in cooperation with TOPS.

VI. DUTIES/RESPONSIBILITIES

APS, as the lead agency is responsible for the following:

- Offer appropriate and necessary support to encourage positive vendor/contractor relationships.
- Distribute this Agreement to potential and current members for adoption or update by their Board of Education.
- Present all Agreements to the APS Board of Education for approval.

TOPS, and Mabe Enterprises, Inc., as the buyer's agent, is responsible for the following:

- Provide for the organizational and administrative structure of the program.
- Provide staff time necessary for efficient operation of the program.
- Receive quantity requests from members and prepare appropriate tally of quantities.
- Initiate and implement activities related to the bidding and vendor/contractor selection process in accordance with Oklahoma law, particularly the PCBA.

- Provide members with procedures for ordering, delivery, and billing.

Members are responsible for the following:

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to Jay McAdams, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.
- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

VII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by TOPS shall be vested in TOPS. In the event of termination of TOPS, such property shall belong to the then-members of TOPS in pro-rata shares. Upon partial or complete termination of this Agreement, the majority vote of APS's Board of Education, as the lead agency, shall be binding in all respects

as to the disposition of the property and dissolution of TOPS. The APS Board of Education shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution, and winding up of affairs of TOPS.

VIII. FINANCING

The cooperative undertaking in this Agreement shall be financed by requiring vendors/contractors to pay a 2% commission based upon the total value of services and materials provided by such participating vendor/contractor. **No costs shall be incurred by Cooperative Members.**

IX. ACCEPTANCE

APS and the Members who have approved this Agreement enter into this Agreement for cooperative purchasing of construction-related materials and services from any or all awarded contracts in which it chooses to actively participate.

Member Contact Information:

Address: _____
City: _____
State: _____ Zip: _____
Phone: _____ Fax: _____

Primary Contact Name: _____
Primary Contact Title: _____
Primary Contact Email: _____
Primary Contact Phone: _____

Approved by APS Board of Education:

Jay McAdams, Director of TOPS **Date**

Return the completed and signed Interlocal Agreement to:
info@tops-usa.org and attach as a PDF.



Rick Cobb, Ph.D.
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Jacqueline Woodard
Chief Financial Officer

To: Board of Education and Dr. Rick Cobb, Superintendent

From: Jacqueline Woodard, Chief Financial Officer *JW*

Re: District Paid Life Insurance

Date: June 28, 2023

Currently, the employees of Mid-Del Schools are provided \$10,000 of life insurance coverage as a benefit and employees are offered the opportunity to purchase additional coverage. This benefit has been provided through Mutual of Omaha since 2017. The district was notified of significant rate increases for both district paid and voluntary coverage starting July 1, 2023. The rate increases that were proposed would have been 47% for district paid and 21% for voluntary life insurance. I requested that American Fidelity obtain quotes for life insurance.

Standard Life insurance provided a quote that would be \$.10 less per month per employee for the district paid portion of life insurance. Standard Life's quote also will match Mutual of Omaha's current rates for voluntary life insurance so that our employees will not have an increase in their premiums. Standard has guaranteed this rate for 3 years. American Fidelity has worked with Standard in the past and has reported excellent customer service.

I am requesting that you approve an agreement with Standard Insurance Company to provide district paid life insurance benefit and voluntary life insurance for FY24. If you have any questions, please let me know.

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.



Your Employee Benefits Proposal

Prepared for: Mid-Del School District

Presented by: AMERICAN FIDELITY GENERAL AGENCY INC

Proposal Prepared on:
May 26, 2023

Life and AD&D Insurance
Additional Life and AD&D Insurance
Dependent Life Insurance

Proposed Effective Date:
July 1, 2023

Standard Insurance Company





Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2021 was 2 days for clean claims and 4 days for all claims (internal company data as of January 2022).

Covered Members

An active employee of the Employer working 30 or more hours per week.

	Basic
Benefit Schedule	Flat \$10,000
Guarantee Issue	Full Benefit
AD&D Benefit	Matches Life Benefit
Age Reduction Schedule	To 65% at age 65 To 50% at age 70
Employer Contribution	100%
Minimum Participation	100%

Life Highlights

	Basic
Waiver of Premium	Eligible to age 60 Waived to SSNRA Age reductions apply
Conversion	Included
Portability	Included
Continuity of Coverage	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

AD&D Highlights

	Basic
Loss of life	100% (including disappearance and exposure)
Loss of one hand or one foot	50%
Loss of sight of one eye	50%
Loss of speech	50%
Loss of hearing in both ears	50%



AD&D Highlights (continued)

	Basic
Any combination of the above losses	100%
Loss of thumb and index finger of same hand	25%
Quadriplegia	100%
Triplegia	75%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%
Seat Belt Benefit	10% of AD&D benefit payable up to \$25,000
Air Bag Benefit	5% of AD&D benefit payable up to \$5,000
Helmet Benefit	10% of AD&D benefit payable up to \$5,000
Family Benefits Package	Included
Portability	Included

Additional Plan Design Details

- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- The Family Benefits Package includes:
 - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
 - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
 - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year - not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.



Cost

	Basic
Life	
Members	1,604
Volume	\$15,619,500
Rate: Per \$1,000	.140
Monthly Premium	\$2,187
AD&D	
Members	1,604
Volume	\$15,619,500
Rate: Per \$1,000	.020
Monthly Premium	\$312
Total Billed Premium	\$2,499
Rate Guarantee	3 years

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume a package sale.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.
- Series 20.

Conditions

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D must match the benefit amount for Basic Life.

More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:
https://www.standard.com/group_life_add



Additional Life and AD&D Insurance

Covered Members

An active employee of the Employer working 30 or more hours per week.

	Employee	Additional Spouse	Additional Child
Benefit Schedule	Increments of \$10,000	Increments of \$5,000	Flat \$10,000
Maximum Benefit	\$500,000	\$250,000	n/a
Minimum Benefit	\$10,000	\$5,000	n/a
Guarantee Issue	\$200,000	\$50,000	Full Benefit
AD&D Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
Age Reduction Schedule	To 65% at age 65 To 50% at age 70	To 65% at age 65 To 50% at age 70	None
Employer Contribution	0%	0%	0%
Minimum Participation	Greater of 20% or 10-lives	20%	20%

Life Highlights

	Employee	Additional Spouse	Additional Child
Waiver of Premium	Eligible to age 60 Waived to SSNRA Age reductions apply	Not Included	Not Included
Conversion	Included	Included	Included
Portability	Included	Included	Included
Continuity of Coverage	Included	Included	Included

AD&D Highlights

	Employee	Additional Spouse	Additional Child
Loss of life	100% (including disappearance and exposure)	100% (including disappearance and exposure)	100% (including disappearance and exposure)
Loss of one hand or one foot	50%	50%	50%
Loss of sight of one eye	50%	50%	50%
Loss of speech	50%	50%	50%
Loss of hearing in both ears	50%	50%	50%
Any combination of the above losses	100%	100%	100%
Loss of thumb and index finger of same hand	25%	25%	25%



AD&D Highlights (continued)

	Employee	Additional Spouse	Additional Child
Quadriplegia	100%	100%	100%
Triplegia	75%	75%	75%
Paraplegia	75%	75%	75%
Hemiplegia	50%	50%	50%
Uniplegia	25%	25%	25%
Portability	Included	Included	Included

Additional Plan Design Details

- The guarantee issue is the lesser of 5 times AE or \$200,000.
- On October 1, 2023, all members (enrolled or eligible) may increase their benefit amount up to the guarantee issue amount without providing evidence of insurability.
- On October 1, 2023, all members (enrolled or eligible) may increase their spouse's benefit amount up to the guarantee issue amount without providing evidence of insurability.
- During the Annual Enrollment Period, all members [(enrolled or eligible)] may increase their benefit amount by one increment, up to \$10,000, not to exceed the guarantee issue amount, without providing evidence of insurability. Evidence of insurability is required for those whose evidence of insurability was not approved by us during any prior period of eligibility.
- During the Annual Enrollment Period, all members [(enrolled or eligible)] may increase their spouse's benefit amount by one increment, up to \$5,000, not to exceed the guarantee issue amount, without providing evidence of insurability. Evidence of insurability is required for those whose evidence of insurability was not approved by us during any prior period of eligibility.
- During a Family Status Change, members who are currently enrolled, as well as those eligible but not currently enrolled, may increase their benefit amount, as well as their spouse's and child's benefit amounts (if included in the proposal), up to the guarantee issue amount without providing evidence of insurability. Evidence of insurability is required for those whose evidence of insurability was not approved by us during any prior period of eligibility.
- No evidence of insurability is required for child coverage.
- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.
- Dependents coverage includes child(ren) from live birth through age 25. The first eligible newborn child is automatically covered at the minimum benefit amount for up to 31 days. After the first child is enrolled, subsequent children will be automatically covered at the elected child benefit amount.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- The benefit amounts under the current plan are carried forward to this plan.



Cost

Employee

Life

Members

637

Volume

\$33,582,000

Rate: Per \$1,000

Lives	Age	Rate:	Volume	Premium
8	0-24	.090	\$330,000	\$30
46	25-29	.090	\$2,180,000	\$196
65	30-34	.090	\$3,660,000	\$329
69	35-39	.090	\$4,800,000	\$432
93	40-44	.140	\$5,910,000	\$827
82	45-49	.240	\$4,790,000	\$1,150
105	50-54	.420	\$5,290,000	\$2,222
85	55-59	.640	\$4,090,000	\$2,618
64	60-64	1.020	\$2,150,000	\$2,193
14	65-69	1.790	\$282,000	\$505
5	70-74	3.280	\$90,000	\$295
0	75-79	5.480	\$0	\$0
1	80-999	10.980	\$10,000	\$110

Monthly Premium

\$10,907

AD&D

Members

637

Volume

\$33,582,000

Rate: Per \$1,000

.020

Monthly premium

\$672

Total Billed Premium

\$11,579

Rate Guarantee

3 years

Additional Spouse

Life

Members

250

Volume

\$8,015,250

Rate: Per \$1,000

Lives	Age	Rate:	Volume	Premium
0	0-24	.090	\$0	\$0
7	25-29	.090	\$240,000	\$22
20	30-34	.090	\$795,000	\$72
22	35-39	.090	\$775,000	\$70
44	40-44	.140	\$1,590,000	\$223
42	45-49	.240	\$1,465,000	\$352
46	50-54	.420	\$1,405,000	\$590
35	55-59	.640	\$1,015,000	\$650
26	60-64	1.020	\$615,000	\$627
7	65-69	1.790	\$95,250	\$171
1	70-74	3.280	\$20,000	\$66
0	75-79	5.480	\$0	\$0
0	80-999	10.980	\$0	\$0

Monthly Premium

\$2,843

AD&D



Additional Spouse	
Members	250
Volume	\$8,015,250
Rate: Per \$1,000	.020
Monthly premium	\$160
Total Billed Premium	\$3,003
Rate Guarantee	3 years

Additional Child	
Elective: Paid by each Member electing coverage	
Life	
Members	295
Rate: Per \$1,000	.018
AD&D	
Rate: Per \$1,000	.040
Rate Guarantee	3 years

Assumptions

- Final Additional Life rates are subject to change if actual enrollment varies from the assumed enrollment of 40%.
- Final Additional Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 39%
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- Commissions are not included in a member's annual earnings.
- The proposed rates assume coverage currently in force.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.

Conditions

- Additional Life can only be purchased in conjunction with Basic Life.
- Member's Basic Life benefits plus Additional Life benefits may not exceed 8 times annual earnings.
- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.



Conditions (continued)

- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
 - Increases in elected benefit amounts from the current plan to this plan.
 - Members who are eligible under the current plan but are not enrolled.
 - Spouses who are eligible under the current plan but are not enrolled.
 - Children who are eligible under the current plan but are not enrolled.
 - Individuals who enroll more than 31 days after they are first eligible for coverage.
 - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in Additional Life to enroll in the Spouse Life plan.
- Member must be enrolled in Additional Life to enroll in the Child Life plan.
- Dependents must be insured under Dependent Life in order to be eligible for AD&D.
- Member must be insured under Additional Life in order to be eligible for Additional AD&D.
- The elected benefit amount for Additional Spouse AD&D must match the benefit amount for Additional Spouse Life.
- The elected benefit amount for Additional Child AD&D must match the benefit amount for Additional Child Life.
- Dependent must be insured under Additional Spouse Life in order to be eligible for Additional Spouse AD&D
- Dependent must be insured under Additional Child Life in order to be eligible for Child Additional AD&D
- The elected benefit amount for Additional AD&D must match the benefit amount for Additional Life.
- Spouse Life can't exceed 100% of member's enrolled benefit for Additional Life.

More Information

For additional information on the available features and benefits of Additional Life and AD&D Insurance from The Standard,click here:
https://www.standard.com/group_life_add



Dependent Life Insurance

Covered Members

An active employee of the Employer working 30 or more hours per week.

Spouse and Child	
Benefit Schedule	Spouse: \$10,000 Child: \$5,000
Guarantee Issue	Full Benefit

Life Highlights

Spouse and Child	
Conversion	Included
Portability	Included
Continuity of Coverage	Included

Additional Plan Design Details

- No evidence of insurability is required for child coverage.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.
- Dependents coverage includes child(ren) from live birth through age 25. The first eligible newborn child is automatically covered at the minimum benefit amount for up to 31 days. After the first child is enrolled, subsequent children will be automatically covered at the elected child benefit amount.

Cost

Spouse and Child	
Required: Paid for each Member with Dependents	
Life	
Members	To Be Determined
Rate: Per Member	\$4.86
Rate Guarantee	3 years



Conditions

- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
 - Increases in elected benefit amounts from the current plan to this plan.
 - Spouses who are eligible under the current plan but are not enrolled.
 - Children who are eligible under the current plan but are not enrolled.

More Information

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here:
https://www.standard.com/group_life_add



Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 5% commission included for Life.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/financial-professional/insurance-benefits/compensation. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on August 24, 2023, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

Financial Strength Ratings

For information about our Financial strengths ratings visit: <https://www.standard.com/about-standard/company/financial-strength>

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.




Rick Cobb, Ph.D.
Superintendent

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1615

Jacqueline Woodard
Chief Financial Officer

To: The Board of Education and Dr. Rick Cobb, Superintendent

From: Jacqueline Woodard, Chief Financial Officer 

Date: June 28, 2023

Re: Purchase of Property, Casualty, School Board Legal Liability, Student Malpractice Insurance, Pollution Liability, Workers Comp, Cyber and Position Bonds for 2023-2024.

All presented insurance is for FY 2023-2024 and will be renewing July 1, 2023.

Attached please find the following:

Insurance Proposal summary comparing the FY24 proposed premiums to the FY23 premiums.
Comparison of Property Losses/Property Premiums paid for the last five years.
Comparison of Historical cost of insurance premium increases for 5 previous years.

The total insurance cost for FY24 is \$4,680,986.27 which is an increase of \$1,298,506.27 over FY23's cost of \$3,382,480. The increase in premium is due to increasing building values and the cost of property insurance coverage. The Tech Center's insurance cost for FY24 is \$191,356.50 which is an increase of \$39,638 over FY23's cost of \$151,718.50.

- Property – OPIP II, PE 360, Alliant
- General Liability and Auto Liability – OSIG (United Educators)
- School Board Legal – Edward and Lee Brokerage written through Indian Harbor Insurance Company, a member of the AXA XL Group of Companies
- Student Malpractice – American Casualty Company of Reading PA (a CNA Company)
- Pollution – OPIP II, PE 360, Alliant, Liberty Mutual
- Cyber – OPIP II, Alliant, Beasley
- Workers Comp – OSAG
- Position Bond – Travelers
- Flood – Philadelphia Insurance underwritten by FEMA

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.

When they enter our classrooms, they will be **challenged**.

When they leave our schools, they will be **ready**.

FIRST POINT
INSURANCE AGENCY, INC.

Midwest City-Del City ISD#52

Presented by: Bill Luttrell



MDTC
MID-DEL TECH CENTER

PROPOSAL OF INSURANCE

2023/2024

Renewal Proposal

2022-2023

2023-2024

Property	2022-2023	2023-2024
<p>1. Property Underwritten by Loyds of London</p> <p>688,277,299 per statement of values</p> <p>Blanket Agreed Value (Includes Property, Contents, Inland Marine, EDP, Vehicle Physical Damage)</p> <p>Extra Expense Limit: 5,000,000 Roofs valued at Replacement Cost</p> <p>No Exclusion for Cosmetic Loss to Metal Roof Coverings by Hail Damage</p> <p>Deductible-\$100,000 AOL</p> <p>EDP Deductible - \$25,000</p> <p>2% of Total Insured Values per affected Building, for building and contents separately, subject to a minimum of 100,000 per occurrence for Wind and Hail Losses</p> <p>Band Equipment/Musical Instruments Deductible - \$25,000</p> <p>Contractor's Equipment Deductible - \$25,000</p> <p>Lloyd's of London will pay a maximum of 200,000,000 per loss minus applicable deductible</p> <p>50,000,000 Earthquake Limit/\$100,000 Deductible</p> <p>50,000,000 Flood Limit/\$100,000 Deductible</p> <p>25,000,000 Flood Limit/\$500,000 Deductible for Flood Zone A</p> <p>Underwritten through Lloyd's of London</p> <p>350,000 Signs in any one occurrence-\$5,000 Deductible</p> <p>Collision coverage at Actual Cash per schedule limit of 7,429,667</p> <p>Cash Value basis per scheduled vehicles only</p>	<p>\$2,453,149.00</p> <p>\$3,635,931.00</p>	<p>714,651,393 per trended statement of values</p> <p>125% Margin Clause (Includes Property, Contents, Inland Marine, Vehicle Comprehensive Damage Excess over OSIG)</p> <p>Extra Expense Limit: 5,000,000 Roofs over 15 years of age will be valued at Actual Cash above 25,000,000 Primary Limit</p> <p>Exclusion-Cosmetic Loss to Metal Roof Coverings by Hail Damage</p> <p>Deductible-\$100,000 AOL</p> <p>EDP Deductible - \$25,000</p> <p>2% of Total Insured Values per affected Building and Contents separately-Subject to a minimum of 100,000 per occurrence for Wind and Hail Losses</p> <p>Band Equipment/Musical Instruments Deductible - \$25,000</p> <p>Contractor's Equipment Deductible - \$25,000</p> <p>OPIP II will pay a maximum of 200,000,000 per loss minus applicable deductible</p> <p>50,000,000 Earthquake Limit/\$100,000 Deductible</p> <p>50,000,000 Flood Limit/\$100,000 Deductible</p> <p>10,000,000 Flood Limit/\$1,000,000 Deductible for Flood Zone A</p> <p>Vehicles are covered as reported for Comprehensive on-site</p> <p>Signs per schedule with a 5,000 Deductible</p> <p>Collision Coverage caused by Physical Damage, ACV bases</p> <p>500,000 Comprehensive Limit for vehicles parked offsite at a school sanctioned event, per Occurrence</p> <p>Oklahoma Property Insurance Program II-Mid-Del dedicated individual primary limit of 25,000,000 with a shared all risk limit of 975,000,000</p> <p>New Carrier: OPIP II, PE 360, Alliant</p>
<p>2. Terrorism Terrorism Coverage written through Lloyd's of London</p> <p>100,000,000</p>	<p>\$20,145.00</p>	<p>Terrorism Coverage written through Miller and OPIP II</p> <p>250,000,000</p>

Renewal Proposal

2023-2024

2022-2023

	2023-2024	2022-2023
3. Boiler and Machinery <i>OSIG</i>	200,000,000 any one loss 1,000 deductible	100,000,000 any one loss 1,000 deductible
4. Inland Marine <i>Underwritten by Lloyd's of London</i>	192,399 Limit 25,000 Deductible New Carrier: OPIP II, PE 360, Alliant	192,399 Limit 25,000 Deductible
5. Electronic Data Processing Equipment <i>Underwritten by Lloyd's of London</i>	Part of Contents Limit 25,000 Deductible New Carrier: OPIP II, PE 360, Alliant	23,492,679 Limit 25,000 Deductible
6. General Liability <i>OSIG</i>	125,000 / 1,000,000 No Deductible (Subject to the Governmental Tort Claims Act)	125,000 / 1,000,000 No Deductible (Subject to the Governmental Tort Claims Act)
7. Automobile Liability <i>OSIG</i>	125,000 Limit per Claimant 1,000,000 Limit per Occurrence 25,000 Uninsured Motorist BI per Person 50,000 Uninsured Motorist BI per Accident (Subject to the Governmental Tort Claims Act) 1,000 Property Damage Deductible per Claim	125,000 Limit per Claimant 1,000,000 Limit per Occurrence 25,000 Uninsured Motorist BI per Person 50,000 Uninsured Motorist BI per Accident (Subject to the Governmental Tort Claims Act) 1,000 Property Damage Deductible per Claim
8. Automobile Physical Damage <i>OSIG</i>	1,000 Deductible per Vehicle 10,000 Maximum Deductible per Loss 6,777,877 Limit 100,000 Hired-Non-Owned Physical Damage	1,000 Deductible per Vehicle 10,000 Maximum Deductible per Loss 7,429,667 Limit

Renewal Proposal

	2022-2023	2023-2024
9. Crime Coverage OSIG	10,000 Limit 1,000 Deductible	10,000 Limit Per Occurrence / Per District 1,000 Deductible
10. Employee Benefits Liability OSIG	1,000,000 Limit per Claim Claims Made Form/No Retro Date (Subject to the Governmental Tort Claims Act)	1,000,000 Limit per Claim Claims Made Form/No Retro Date (Subject to the Governmental Tort Claims Act)
11. School Violent Acts Protection OSIG	25,000 Each Occurrence 250,000 Aggregate Limit (all members, all claims) No Deductible 25,000 Property/Safety Improvements following School Violent Act	OSIG Eliminated from Program
12. School Board Legal Liability Indian Harbor Insurance Company A member of the AXA XL Group of Companies	1,000,000 each loss 20,000 Deductible-D&O 35,000 Deductible-EPLI	1,000,000 each loss 20,000 Deductible-D&O 35,000 Deductible-EPLI
13. Student Maintenance American Casualty Company of Reading PA (a CNA Company)	1,000,000 Occurrence Limit 5,000,000 Aggregate Limit	1,000,000 Occurrence Limit 5,000,000 Aggregate Limit
14. Pollution Liability Intact (Formerly) One Beacon-Environmental Risk Managers	1,000,000 Per Pollution Condition 1,000,000 Total All Pollution 25,000 Self-Insurance Retention Maintenance Tank #1 is Excluded-33 years old	1,000,000 Per Pollution Condition 1,000,000 Total All Pollution 50,000 Self-Insurance Retention See Page 11 for full quote New Carrier: OPIP II, PE 360, Alliant, Liberty Mutual

Renewal Proposal

2022-2023

2023-2024

16 Flood Policies Zone A
Philadelphia Insurance

Policy Description	2022-2023	2023-2024	2022-2023	2023-2024
Tinker Elementary	\$20,067.00	\$22,241.00	Tinker Elementary	\$20,067.00
Epperly Elementary	\$3,597.00	\$3,594.00	Epperly Elementary	\$3,594.00
Del City Middle Band Room	\$1,599.00	\$1,599.00	Del City Middle Band Room	\$1,599.00

Building: 500,000
Contents: 500,000
Deductible: 25,000

Building: 500,000
Contents: 500,000
Deductible: 25,000

Building: 500,000
Contents: 500,000
Deductible: 25,000

17 Named Individual
Position Bond
Travelers

Named Individual	2022-2023	2023-2024	Named Individual	2022-2023	2023-2024
Jacqueline Woodard	350,000	350,000	Jacqueline Woodard	350,000	350,000
Richard Cobb	100,000	100,000	Richard Cobb	100,000	100,000
Katie Bourisaw	100,000	100,000	Katie Bourisaw	100,000	100,000
Denise McFarland	100,000	100,000	Denise McFarland	100,000	100,000
Mary Ann Brown	100,000	100,000	Paula Brinlee	100,000	100,000
Preston Scott Tatum	350,000	350,000	Preston Scott Tatum	350,000	350,000
Diane Nelson	25,000	25,000	Diane Nelson	25,000	25,000

25,000 Kandl Perkins
25,000 Donna Carlberg
25,000 Devyn Johnson
25,000 Rachel Le
25,000 Rebecca Steyaert
25,000 Teri Walker

18 Workers Compensation
Oklahoma Schools
Assurance Group

Workers Compensation	2022-2023	2023-2024
Oklahoma Schools Assurance Group	\$592,269.00	\$592,402.00

Employers Liability Limits:
1,000,000

Employers Liability Limits:
1,000,000

19 Deadly Weapons Response
OPIP II
Alliant
Beasley

Deadly Weapons Response	2022-2023	2023-2024
OPIP II Alliant Beasley	\$10,637.10	\$10,637.10

500,000 each event
2,500,000 Aggregate
(part of CSL under OSIG Program)

20 Cyber
OPIP II
Alliant
Beasley

Cyber	2022-2023	2023-2024
OPIP II Alliant Beasley	\$63,600.00	\$63,600.00
Total	\$3,382,480.00	\$4,680,986.27

250,000 Notified Individuals
1,000,000 Legal Forensic & Public Relations/Crisis Management
1,000,000 Additional Breach Response Limit

Renewal Proposal from Oklahoma Association For Career and Technology Education Insurance Plan
Plan Year 2023-2024

Plan Year 2022-2023		Plan Year 2023-2024	
Building	34,730,283	Building	37,161,404
Contents	5,120,243	Contents	5,478,661
Floater Limit	150,000	Floater Limit	150,000
Auto Values	146,685	Auto Values	157,480
EDP	1,509,984	EDP	2,044,142
Extra Expense	5,000,000	Extra Expense	5,000,000
	46,657,195		49,991,687

Property

- Full Replacement Cost - Except Roofs over 15 years old and Autos, Contractors Equipment & Debris Removal Only adjusted at ACV
- No Coinsurance Clause
- Real And Personal Property- Limit Per Occurrence 1,000,000,000
- Exclusion - Cosmetic loss to metal roof coverings caused by hail—Add 2021-2022 Plan Year
- Windstorm and Hail Losses must be reported 365 Days from date of loss/storm—New for the 2022-2023 Plan Year**
- Building - 125% of scheduled limits per statement of value
- Business Personal Property - blanket coverage per statement of values including:
 - Electronic Data Processing Equipment, and Media
 - Accounts Receivable
 - Valuable Papers
 - Fine Arts
 - Miscellaneous Property
 - Miscellaneous Unnamed/Undescribed Property
 - Builder's Risk
 - *Note All Builder's Risk projects must be reported to OSIG - Frame projects are subject to approval
 - Outdoor Property - covered all perils
 - Extra Expense
 - Business Income including Rental Income and Tuition Income
 - Ordinance or Law including increased Cost of Construction and Demolition
 - Contractor's Equipment Coverage
 - Debris Removal Coverage
 - Covered Property In Transit
 - Personal Property of Others/Officers/Employees
 - Off Premises Services Interruption including Extra Expense
 - Vehicle Damage
- Newly Acquired Property Coverage - 120 Days 25,000,000
- Earthquake, Volcanic Eruption-Aggregate Any One Policy Year 10,000,000
- Flood- Aggregate Any One Policy Year 25,000,000
- *Note Flood Zones A and V are excluded
- Terrorism 500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage- Any One Occurrence 200,000,000

Deductibles:

- 10,000 Property Deductible Per Occurrence
- 25,000 Property Deductible Per Occurrence- Windstorm / Hail
- 1,000 Boiler / Machinery Deductible per Occurrence
- 10,000 Terrorism Deductible Per Occurrence
- 50,000 Flood, Earthquake and Pollution

Premium

	2022-2023	2023-2024
Property	140,794	180,632
Boiler & Machinery	747	683

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.

Premium

2022-2023	2023-2024
1,389.00	768.00

Renewal Proposal from Oklahoma Association For Career and Technology Education Insurance Plan
Plan Year 2023-2024

School Board Legal Liability

\$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
\$25,000 legal costs for IEP administrative hearings
\$5,000 Deductible

Claims-Made Form
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

*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.

Premium	2022-2023	2023-2024
	1,389.00	759.00

Employee Benefits 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.

Premium	2022-2023	2023-2024
	Included	Included

Auto Liability

\$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
\$1,000 Auto Property Damage Deductible
Bodily Injury, 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.
No charge for vehicles added/deleted during the policy term. **Vehicle changes must be reported to OSIG.**

Premium	2022-2023	2023-2024
	1,852.00	1,012.00

Auto Physical Damage

Actual Cash Value
\$1,000 Deductible
Vehicle additions / deletions / changes must be reported to OSIG
No charge for vehicles added/deleted during the policy term.

Premium	2022-2023	2023-2024
	444.00	572.00

Crime

\$10,000 Limit Per Occurrence / Per District
Employee Dishonesty
Premises Money and Securities
Transit Money And Securities
\$1,000 Deductible

Premium	2022-2023	2023-2024
	Included	Included

Renewal Proposal from Oklahoma Association For Career and Technology Education Insurance Plan
Plan Year 2023-2024

Cyber Liability

Claims-Made Form
Retro date - first effective date with OSIG
Liability
 \$2,000,000 Annual Aggregate Limit for Information Data and Network Liability
 \$2,000,000 Annual Aggregate for Regulatory Defense and Penalties
 \$2,000,000 Annual Aggregate for Payment Card Liability and Costs
 \$2,000,000 Annual Aggregate for Media Liability
 Breach Response Cost
 \$500,000 Annual Aggregate for Breach Response Cost
 First Party
 \$750,000 Annual Aggregate for Cyber Extortion Loss
 \$750,000 Annual Aggregate for Data Recovery Costs
 \$750,000 Annual Aggregate for Business Interruption Resulting in Security Breach
 \$500,000 Annual Aggregate for Business Interruption Resulting in System Failure
 \$750,000 Annual Aggregate for Dependent Business Interruption Resulting in Security Breach
 \$100,000 Annual Aggregate for Dependent Business Interruption Resulting in System Failure
 eCRIME
 \$75,000 Annual Aggregate for Fraudulent Instruction
 \$75,000 Annual Aggregate for Transfer Fraud
 \$75,000 Annual Aggregate for Fraud
 Coverage Endorsements
 \$100,000 Annual Aggregate for Reputation Loss
 \$50,000 Annual Aggregate for Claims Preparation Costs for Reputation Loss Claims Only
 \$100,000 Annual Aggregate for Computer Hardware Replacement Costs
 \$100,000 Annual Aggregate for Invoice Manipulation
 \$25,000 Annual Aggregate for Cryptojacking
 \$10,000 Deductible

Premium	2022-2023 Included	2023-2024 Included
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School Violent Acts Protection

\$25,000 Each Occurrence Limit
 \$250,000 Aggregate Limit (all members, all claims)
 No Deductible
 \$25,000 Annual Aggregate for School Violence, Including School Violence Act
 Must notify OSIG within 10 days of receiving notice of a School Violent Act

Replaced with Deadly Weapons Coverage

Premium	2022-2023 Included	2023-2024 Replaced
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Umbrella

Excess Primary Limits 1,000,000
 Following Form Underlying - Excluding Employers Liability

Premium	2022-2023 283.00	2023-2024 282.00
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Bailee's Liability Coverage - Provided by Mid-Continent
 Coverage applies to non-registered, non-licensed equipment

List of Scheduled Premises and Limits:
 On File with the Carrier 50,000
 Additional Limits of Insurance
 Transit Limit 50,000
 Deductibles 1,000

Premium	2022-2023 312.60	2023-2024 312.60
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Renewal Proposal from Oklahoma Association For Career and Technology Education Insurance Plan
Plan Year 2023-2024

Deadly Weapon Protection--New Coverage-Replacing School Violent Acts

Claims Made Form
\$50,000 Each Occurrence Limit
2,500,000 Aggregate Limit
10,000 Deductible
Must notify OSIG within 10 days of receiving notice of a School Violent Act

Premium	2022-2023 Included	Replaced Included
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Premium Totals:

	2022-2023	2023-2024
Property	140,794.00	180,632.00
Boiler & Machinery	747.00	683.00
General Liability	1,389.00	758.00
School Board Legal	1,389.00	759.00
Auto Liability	1,852.00	1,012.00
Auto Physical Damage	444.00	572.00
Umbrella	283.00	262.00
Bailee's Liability Coverage	312.50	312.50
Total	147,210.50	184,990.50

Optional Coverages

		Premium
Student Accident		
Max Benefit Limit:	10,000	2,973.00
AD&D	5,000	
Aggregate Limit of Liability	100,000 Per Accident	
Crime		
Employee Theft Limit	250,000	1,858.00
Forgery or Alteration	250,000	
On Premises	25,000	
In Transit	25,000	
Money Orders/Counterfeit Money	250,000	
Computer Fraud	250,000	
Computer Program and ElectronicData		
Restoration Expense	25,000	
Funds Transfer Fraud	250,000	
Claims Expense	25,000	
Deductible:	2,500	
Fiduciary		
Maximum Aggregate Limit for all Claims each policy year	1,000,000	1,535.00
Sublimit for all Settlement Fees and Defense Costs with respect to all Settlement program Notices each policy year under Insuring Clause 2	100,000	
Deductible	1,000	
Total Premium with Optional Coverages		191,356.50

**DEADLY WEAPONS RESPONSE PROGRAM****Beazley's quote shared limit option is as follows:**

- Wording: Based on the OSIG DWP Policy including business interruption.
- Period: 12 months from effective date
- Locations: various schools as detailed below
- Exposure: Students 12,737 and staff 869

Shared Limit Option:

Limit: USD 500,000 each event / 2,500,000 agg part of a combined single limit under the OSIG program

Deductible: USD 10,000 each event

Premium: 10,637.10

- *Note the above premiums are inclusive of a post-bind telephonic assessment from Crisis Risk*

Including prevention and response services coordinated by CrisisRisk

- Post Underwriting Review to analyze and evaluate the security protocols of the insured as well as highlight any current exposures, threats and dangers.
- Action Plan Webinars that covers issues such as incident awareness, how to respond to an incident and creating an emergency action plan, etc.
- Access to our Deadly Weapons Protection Portal that includes case studies, thought leadership, and will give assistance with creating an active shooter plan

This is subject to:

- No losses/threats/incidents/violent events/criminal events at scheduled location at time of binding within the last 5 years, whether a claim was made or not. This includes all incidents regardless of cause i.e. armed robberies, domestic violence and gang violence.
- Contact details for Crisis Risk to reach out to in the event of a firm order
- Fully completed application form prior to binding.
- Confirmation of the 2023 student enrolment and staff numbers

POLLUTION OPTIONS



Sites Covered: Entire District & Tech Center
 Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses
 Onsite First Party Remediation Expenses
 Emergency Response Expenses
 Disinfection Event Expenses
 Image Restoration Expenses
 Business Interruption

Deductible	Each Incident Limit	Coverage Aggregate Limit	Aggregate Limit
50,000			
50,000	1,000,000	\$1,000,000	
50,000			\$1,000,000
100,000	25,000	\$25,000	
50,000	250,000	\$250,000	
365 Days	1,000,000		
		Premium	\$33,403.78
		TRIA	\$945.39
			\$34,349.17

2,000,000 Limit Option available for \$46,510.00 plus TRIA

RP RIVINGTON ENVIRONMENTAL PARTNERS

COVERAGE SCHEDULE

Covered Location Pollution Liability
 I.A.1 New Pollution Conditions(Third-Party Trigger).....
 I.A.2 New Pollution Conditions(Discovery Trigger).....
 I.B.1 Existing Pollution Conditions(Third-Party Trigger).....
 I.B.2 Existing Pollution Conditions(Discovery Trigger)
 Transportation Pollution Liability
 Non-Owned Disposal Site Pollution Liability

Coverage Provided	Retro Date
Yes	
Yes	Inception
Yes	Inception
Yes	7/1/2012
Yes	7/1/2012
Yes	Inception
Yes	Inception

Covered Location Pollution Liability Per Pollution Condition 1,000,000
 Covered Location Pollution Liability Aggregate..... 1,000,000

DEDUCTIBLES

Covered Location Pollution Liability (each pollution condition) 25,000
 Transportation of Pollution Liability (Covered Location deductible applies) 25,000
 Non-Owned Disposal Site Liability (Covered Location deductible applies) 25,000

LOCATION SCHEDULE

607 W Rickenbacker, Midwest City, OK
 225 N. King, Midwest City, OK
 1621 Maple, Midwest City, OK 73110
 2009 S. Post Road, Midwest City, OK
 1900 S. Sunnylane, Del City, OK 73115
 213 Elm, Midwest City, OK.....
 2515 S. Post, Midwest City, OK.....
 2300 Linda Lane, Del City, OK
 7400 E. Reno, Midwest City, OK 73110

RETRO DATE

7/1/2012
 7/1/2012
 7/1/2012
 7/1/2012
 7/1/2012
 7/1/2012
 7/1/2012
 7/1/2012
 7/1/2012

Premium	\$14,159.00
TRIA	\$250.00
Policy Fee	250
	\$14,659.00

CYBER QUOTE



COVERAGE SCHEDULE

Breach Response

Notified Individuals:		250,000
Notified Individuals Threshold:	100 Notified Individuals	
Legal, Forensic & Public Relations/Crisis Mgmt:		\$1,000,000
Legal Retention	\$30,000	
Forensic & Public Relations/Crisis Mgmt Retention	\$60,000	

THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION
TO THE POLICY AGGREGATE LIMIT OF LIABILITY

Policy Aggregate Limit of Liability:	\$1,000,000
Retention: Each Incident, Claim or Loss	\$150,000

Additional Breach Response Limit	\$1,000,000
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First Party Loss

Business Interruption Loss:	
<i>Resulting from Security Breach</i>	\$1,000,000
<i>Resulting from System Failure</i>	\$1,000,000
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	\$1,000,000
<i>Resulting from Dependent System Failure</i>	\$1,000,000
Cyber Extortion Loss	\$1,000,000
Data Recovery Costs	\$1,000,000

Liability

Data & Network Liability	\$1,000,000
Regulatory Defense & Penalties	\$1,000,000
Payments Cards Liabilities & Costs	\$1,000,000
Media Liability	\$1,000,000

eCrime

Fraudulent Instruction	\$250,000
Funds Transfer Fraud	\$250,000
Telephone Fraud	\$250,000

Criminal Reward	\$50,000
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Premium	\$63,600.00
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To: Mid-Del Board of Education and Dr. Rick Cobb

From: Becki Foster, MDTC Assistant Superintendent *BF*

Date: June 28, 2023

Re: MDTC HVAC Replacement/Remodel Agreement

We request your approval of the agreement with Waggoners Heat & Air to provide parts and labor for the MDTC HVAC Replacement/Remodel Bid Project #2314. Please see attached bid recap. Total cost will be \$100,998.00 to be paid from MDTC Building Fund 23 or MDTC General Fund 12. This is for replacement of several units, including classroom/lab units.

Thank you for your consideration of this request.

MDTC Mission Statement

Provide the Mid-Del Community with a skilled workforce through
dynamic education, relevant training, and lasting support.

Main Office (405) 739-1707 · Adult Career Development (405)739-1712
Business Development & Training (405) 672-6665 · Tinker Skills (405) 734-7266





Dr. Rick Cobb
Superintendent

1621 Maple Drive
Midwest City, OK 73110
middeltech.com

Rebecca Foster
Assistant Superintendent
rfoster@mid-del.net

BID RECAP

PROJECT# 2314: MDTC HVAC Replacement/Remodel

VENDOR	TOTAL
Air Technologies	\$107,252
Chaney Mechanical	\$111,689
Waggoners Heat & Air	\$100,998

WE RECOMMEND: Waggoners Heat & Air

MDTC Mission Statement

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Business Development & Training (405) 672-6665 · Tinker Skills (405) 734-7266



WAGGONERS' HEAT AND AIR, INC.

1351 E. INDIAN HILLS ROAD NORMAN, OKLAHOMA 73071

(405) 329-2076 Fax: (405) 329-2096

E-mail: Harvey.v@waggonersms.com

Proposal date: 06/14/2023

Exp. Date: 07/14/2023

Customer Name: MDTC MID-DEL SCHOOL

Phone Number:(405)739-1707

Address:1621 MAPLE DR.MIDWEST CITY,OK 73110

Scope of Work:PRICE BELOW IS FOR REPLACING EXISTING FURNACES AND CONDENSING UNIT IN TECH CENTER RM 102 REPLACE WITH TWO NEW INDIVIDUAL FURNACES AND CONDENSERS. ONE TO SERVE IS EAST SIDE OF RM 102 AND THE OTHER IS TO SERVE GLASSED WEST AREA OF RM 102. TECH CENTER NET:3 REMOVE EXIST FURNACE AND CONDENSING UNIT REPLACE WITH NEW 3-TON FURNACE AND CONDENSER . ROOM 104 REPLACE EXISTING FURNACES AND 10 TON UNIT WITH NEW 5-TON FURNACES AND 10-TON CONDENSER. TECH CENTER 106 EAST REPLACE EXISTING FURNACE AND CONDENSER WITH NEW 5-TON FURNACE AND CONDENSER. TECH CENTER 106 WEST REPLACE EXISTING FURNACE AND CONDENSER WITH NEW 3-TON AIR HANDLER WITH 5-KW AND CONDENSER. TECH CENTER 120 REPLACE EXISTING FURNACE AND CONDENSER WITH NEW 5-TON FURNACE AND CONDENSER RELOCATED FROM ROOF TO GROUND. TECH CENTER STUDENT COMMONS 118 REPLACE FURNACE AND CONDENSER WITH NEW 5-TON FURNACE AND CONDENSER , RELOCATE FROM ROOF TO GROUND.

YOU WILL HAVE A 1 YEAR PARTS AND LABOR WARRANTY FOR THE NEW EQUIPMENT ALONG WITH ANY OTHER FACTORY PARTS ONLY WARRANTIES THAT APPLY THE FIRST YEAR.

PRICE: \$100,998.00

Exclusions: ANY BAS CONTROLS, ANY PAINTING OR PREPPING FOR PAINT, ANY DRYWALL WORK, ANY FIRE SUPPRESSION INCLUDING STOPPING, SEALING, ALARMS, SPRINKLERS, DAMPERS BOTH FIRE AND SMOKE, ANY ACCESS PANELS OR DOORS, ANY SIZING FOR GAS SYSTEM OR GAS PIPING, ANY SHOP DRAWINGS OF ANY TYPE, ANY STRUCTURAL ENGINEERING OR SHORING, ANY CONCRETE WORK INCLUDING CUTTING, HAUL OFF OR POUR BACK, ANY ROOFING OR ROOF PENETRATIONS, ANY ROOF STANDS FOR CONDENSERS, ANY CONDENSATE RUNS FOR THE UNITS, ANY R-PANEL OR STANDING SEAM CURBS SEISMIC CURBS OR BRACING FOR WIND AND SEISMIC, ANY ROOF RAILS OR PLATFORMS, ANY BONDING, ANY WORK OTHER THAN STATED IN SCOPE ABOVE.

Terms: DRAW TYPE

Harvey Venzor

Customer Acceptance

2023-2024



STUDENT/PARENT CALENDAR

IMPORTANT DATES

First Day of Classes - August 9
Last Day of Classes - May 16
Graduation Day - May 20th and 21st
<input type="radio"/> Beginning of Quarter
<input type="checkbox"/> End of Quarter
<input checked="" type="checkbox"/> Elementary Evening Parent/Teacher Conf
<input checked="" type="checkbox"/> Middle/High School Evening Parent/Teacher Conf
Professional Development/Work Days - No School
Vacation/Holiday - No School
Administration Bldg Closed - Summer Hours
NO SCHOOL DATES
Labor Day - September 4
Professional Development - September 18
Fall Break - October 20-23
Veterans Day - November 10
Thanksgiving - November 20-24
Winter Break - December 18- Jan 1
Professional Development - January 2
Martin Luther King, Jr Day - January 15
Professional Development - February 19
Spring Break - March 18-22
No School- April 12*, April 26*
Professional Development - May 17
IMPORTANT DATES FOR TEACHERS
New Teachers to the Profession PD - July 31 (FD)
New Teachers to the District PD - Aug 1 (FD)
New Teachers to specific Sites PD - Aug 2 (FD)
All Teachers Report to Sites - Aug 3 (Site PD - Full day)
All Employee Convocation/Guest Speaker - Aug 4 (.5 District PD/.5 Work Day)
Aug 7 (Site PD .5 / Work Day .5)
Elementary Meet the Teacher Night - Aug 7
District PD (Elem AM/Sec PM) - Aug 8
1st Quarter- 46 days
2nd Quarter- 37 days
3rd Quarter- 46 days
4th Quarter- 42 days

JULY 2023						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2023						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
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23	24	25	26	27	28	29
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Dr. Rick Cobb
Superintendent

Pamela Huston
Chief Human
Resources Officer

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Mid-Del Board of Education
From: Dr. Rick Cobb, Superintendent
Pamela Huston, Chief Human Resources Officer
Re: Certified Human Resources Report
Date: June 28, 2023

Based upon information provided by the appropriate supervisory personnel as of June 22, 2023, the following actions are recommended.

Approve Temporary Employment

New Teachers/Administrators

Site/Assignment	University	Degree/Step	Effective	
Baldwin, Michael	DCMS/Social Studies	SCKANS	BS/13	2023/24
Bohnstedt, Justin	DCHS/SPED	TXST	BS/10	2023/24
Brainard, Rachel	DCMS/Math	CUNE	BS/4	2023/24
Burrough, Crystal	DCMS/Language Arts	USAO	BS/1	2023/24
Colwell, Matthew	CAMS/Instructional Coach	OU	MS/11	2023/24
Cox, Kenneth	DCMS/Health	UCO	BS/4	2023/24
Davis, Asia	MCMS/Language Arts	Angelo	BS/0	2023/24
Dubois, Joshua	Ridgecrest/Music Teacher	UCO	BS/4	2023/24
Dunn, Michelle	CAHS/Asst. Principal	UCO	PAH1/2	7/24/23
Elder, Charles	DCMS/Leadership	SWOSU	MS/2	2023/24
Farrell, Athena	DCMS/Language Arts	NSU	BS/9	2023/24
Foster, Jennifer	DCMS/SPED	UCO	MS/6	2023/24
Garcia, Kyle	DCHS/Business	OSU	BS/0	2023/24
Gorham, Rolland	DCMS/SPED	OU	BS/18	2023/24
Hoipkemier, Carrie	MCMS/Vocal Music	UCO	MS/11	2023/24
Jordan, Luke	DCHS/English	UCO	BS/2	2023/24
Jumper, Augustus	Parkview/Elementary Ed.	SWOSU	BS/0	2023/24
KoesterCraig, Susan	Tinker/Music Teacher	ISU	BS/3	2023/24
LaGrand, Stephanie	MCHS/FACS	OSU	BS/0	2023/24
McCrary, Meagan	MCMS/Orchestra Director	UCO	BS/0	2023/24
McGuire, Julia	Soldier Creek/Elementary Ed.	UCO	BS/0	2023/24
Melson, Myles	MCMS/German	UCO	BS/0	2023/24
Meyer, Khrista	CAMS/STEM/Career-Tech	UCO	BS/22	2023/24
Morris, Candace	CAMS/Literacy	UoPX	BS/0	2023/24
Muhammad, Rashay	DCMS/Language Arts	Langston	BS/0	2023/24
Rogers-Shawver, Kayla	MCHS/Science	UCO	BS/0	2023/24
Van Wassenhove, Cheyenne	DCHS/History	OU	BS/1	2023/24

Mission Statement

When the young people of Mid-Del enter our schools, they will be **safe**.
When they enter our classrooms, they will be **challenged**.
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Certified Personnel Report, Cont'd

Walker, Ben	CAHS/JROTC	SE	ROTC	2023/24
Walker, Kristian Danielle	Cleveland Bailey/Elementary Ed.	UCO	BS/0	2023/24
Ware, Kiara	MCMS/Science	Langston	BS/0	2023/24
Wootten, Adrienne	CAMS/SPED	ECU	BS/13	2023/24

Approve Temporary

Teachers Rehired

Barnett, Tyler (2 nd Yr Temp)	Site/Assignment CAMS/Math	Effective 2023/24
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Approve Employment of Retired Teachers – Temporary Contract

Name	Site/Assignment	Effective
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None

Approve Administrators- Transfer/Change in Status	From - Site/Assignment	Salary/ Step	To - Site/Assignment	Salary/ Step	Effective
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None

NC – No Change

Approve Teachers- Transfer/Change in Status

	From - Site/Assignment	To Site/Assignment	Effective
Hardwicke, Rebecca	MCMS/Literacy	MCMS/Instructional Coach	2023/24
Hunnicutt, Paulette	MCMS/Science	DCMS/Instructional Coach	2023/24
Scott, Becky	Townsend/PT-Interv.	MCMS/Band Director	2023/24
Small, Sara	CAHS/English	DCMS/Secondary Intern	7/24/23

Approve Request for Leave

Name	Site	LOA	Effective
None			

Approve Employment of Summer School Teachers

Bloyed, Jennifer

Accept Resignations/Retirements and/or Resignation Agreements

Name	Site/Assignment	Effective
Austin, Christina	DCMS/Language Arts	5/19/23
Barnett, Brianna	Soldier Creek/Teacher	8/3/23
Clemons, Nicole	Parkview/Teacher	5/19/23
Dix, Toyie	MCMS/SPED	5/19/23
Dobbs, Demi	CAHS/Science	5/19/23
Durham, Tondrell	DCHS/Business	5/19/23
Gaddis, Katherine	MCMS/Counselor	5/26/23
Gudenrath, Marlene	Soldier Creek/Teacher	5/19/23
Hershey, Denise	DCMS/Science	5/19/23
Hill, Rachel	CAMS/Art	5/19/23
McGlamery, Katelyn	Barnes/Counselor	5/19/23
Morrison, Shuli	Barnes/Teacher	5/19/23
Neely, Emmy	CAHS/Science	5/19/23
Nichols, Jessica	CAMS/Science	5/19/23
Stockard, Rashanda	Parkview/Teacher	5/19/23
VanMeter, Meadow	Cleveland Bailey/Elementary Ed.	5/19/23

Ret. = Retirement R.A. = Resignation Agreement

Certified Personnel Report, Cont'd

Terminations

None



Dr. Rick Cobb
Superintendent

Pamela Huston
Chief Human
Resources Officer

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To: Mid-Del Board of Education
From: Dr. Rick Cobb, Superintendent *RC*
Pamela Huston, Chief Human Resources Officer
Re: Non-Certified Human Resources Report
Date: June 28, 2023

Based upon information provided by the appropriate supervisory personnel as of **June 22, 2023**, the following actions are recommended.

New Employees	Site/Assignment	Replace	Sch/Step	Effective
Callaway, Kristen	Country Estates/Secretary Other	A. Waters	N/1	7/24/23
Cook, Abigail (Adj.)	MCMS/Advanced Learning	N/A	NCIN/1	2023/24
Cook, Donna (Adj.)	MCMS/Science	S. Bingham	NCIN/0	2023/24
Dion, Nathanael (Adj.)	MCHS/Math	D. Chafin	NCIN/0	2023/24
Drew, Lacey	MCHS/Athletic Secretary	K. Ross	I/2	7/24/23
Gardener, Jennifer	Midwest City Elem./ Secretary Other	Added	N/3	7/24/23
Goodwin, Gwen (Adj.)	MCHS/English	K. Williams	NCIN/0	2023/24
Hall, Paula	MCMS/SPED	S. Bruce	NCIN/0	2023/24
Head, Angel	Soldier Creek/Financial Secretary	M. Kretzschmar	L/1	7/24/23
Jacobs, Carmen (Adj.)	MCMS/Literacy	B. Rowan	NCIN/0	2023/24
Knight, Kayla (Adj.)	Barnes/Elem. Ed	S. Morrison	NCIN/1	2023/24
Knisely, Phillip (Adj.)	DCMS/Math	N/A	NCIN/1	2023/24
Linkous, Emily	Soldier Creek/Secretary Other	Added	N/1	7/24/23
Long, Mantrease	Del City Elem./Paraprofessional	G. Hernandez	JJ/2	2023/24
Lowe, Randon (Adj.)	MCHS/Business	N/A	NCIN/5	2023/24
Maples, Michael	CAHS/SPED	D. Strecker	NCIN/0	2023/24
Orr, Samantha	Maintenance/Maintenance Clerk	C. Russell	E/2	6/14/23
Pelzer, Gabriel	Maintenance/App. Electrician	M. Martinsen	W-III/2	7/5/23
Rice, Meagan (Adj.)	Career Acad./Science	N/A	NCIN/0	2023/24
Salazar, Mallory (Adj.)	CAMS/Math	J. Johnson	NCIN/0	2023/24
Segraves, Misti (Adj.)	Townsend/Elem. Ed	S. Burkey	NCIN/0	2023/24
Shawver, Jamie (Adj.)	DCHS/Business	N/A	NCIN/1	2023/24
Weaver, Tara (Adj.)	Soldier Creek/Elem. Ed	J. Parker	NCIN/1	2023/24
West, Alana (Adj.)	MCMS/Literacy	B. Parker	NCIN/0	2023/24

Adj. = Adjunct Instructor – hired for the 2023-24 school year

Mission Statement

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Non-Certified Personnel Report, Cont'd

Approve Transfers, Promotions &

Change of Status

	From	Sch/Step	To	Sch/Step	Effective
Beevers, Delanie	MDTC/Hosp/Mkng Asst.	VSDT/4	MDTC/Mkng&Evnt Spec.	TCBA/3	7/1/23
Howard, Shanna	Student Accounting Asst.	C/8	Supervisor	NCSV/1	7/1/23

Approve Request for Leave

Name	Site/Assignment	LOA	Effective
VanVliet, Rachel	Admin. IT/Secretary to Director	LOA	5/31/23

LOA = Leave of Absence

Approve Resignations/Retirements/Resignation Agreements

Name	Site	Position	Effective
Coyle, Landon	MDTC	Econ. Dev. Specialist	6/9/23
Hodges, Ashley	Soldier Creek	Paraprofessional	5/18/23
Watson, Lauren	DCHS	Paraprofessional	5/18/23
Wickware, Alexa	CAMS	Paraprofessional	5/18/23

Ret. = Retirement R.A. = Resignation Agreement

Termination and Non-Reemployment

None



Dr. Rick Cobb
Superintendent

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Pamela Huston
Chief Human
Resources Officer

To: Mid-Del Board of Education & Dr. Rick Cobb
From: Pamela Huston, Chief Human Resources Officer
Devyn Johnson, Director of Child Nutrition *DJ*
Re: Child Nutrition Human Resources Report
Date: June 28, 2023

Based upon information provided by the appropriate supervisory personnel as of June 22, 2023, the following actions are recommended.

New Employees	Site/Assignment	Replace	Sch/Step	Effective
Baxter, Pamela	CAHS/Supervisor	C. Gore	YY2/9	7/28/23
Clason, Catherine	CAHS/Cook	K. Berry	RR/1	8/7/23
Taito, Clarissa	CAHS/Kitchen Assistant	P. Humphries	QQ/1	8/7/23

Approve Transfers, Promotions & Change of Status

From	Sch/Step	To	Sch/Step	Effective
Roberts, Ima Country Estates	RR/4	DCMS	QQ/4	8/7/23

*NC = No Change

Approve Request for Leave

Name	Site/Assignment	FMLA/LOA	Effective
None			

FMLA= Family Medical Leave/LOA=Leave of Absence

Approve Resignations/Retirements/Resignation Agreements

Name	Site	Position	Effective
Hennessee, Carmen-Ret. Ret. = Retirement	DCMS R.A. = Resignation Agreement	Supervisor	8/31/23

Terminations

None

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Dr. Rick Cobb
Superintendent

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Pamela Huston
Chief Human
Resources Officer

To: Mid-Del Board of Education & Dr. Rick Cobb
From: Pamela Huston, Chief Human Resources Officer
Ron Stearns, Director of Transportation
Re: Transportation Human Resources Report
Date: June 28, 2023

Based upon information provided by the appropriate supervisory personnel as of June 22, 2023, the following actions are recommended.

New Employees	Assignment	Replace	Sch/Step	Effective
Brownlee, Cheri	Bus Monitor	A. Cotton	QQ-1/3	8/7/23
Harris-Nelson, Kathy	Bus Driver	J. Bailey	TT-1/6	8/7/23
Johnson, Diana	Bus Driver	J. Kirkwood	TT-1/4	8/7/23
King, Beverly	Bus Driver	L. Duffield	TT-1/4	8/7/23
Walters, Mark	Bus Driver	D. Messick	TT-1/6	8/7/23

Approve Transfers, Promotions & Change of Status

From	Sch/Step	To	Sch/Step	Effective
None				

*NC = No Change

Approve Request for Leave

Name	Site/Assignment	FMLA/LOA	Effective
None			

FMLA= Family Medical Leave/LOA=Leave of Absence

Approve Resignations/Retirements/Resignation Agreements

Name	Site	Position	Effective
None			

Ret. = Retirement R.A. = Resignation Agreement

Terminations

None

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